

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

E: HIGH-TECH EMPLOYEE)
TRUST LITIGATION)
) No. 11-CV-2509-LHK
DOCUMENT RELATES TO:)
ACTIONS.)

VIDEO DEPOSITION OF WILLIAM CAMPBELL

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February 5, 2013

Reported by: Anne Torreano, CSR No. 10520

1 I fail in that effort. But in any event, you should
2 not attempt to answer a question unless you're clear in
3 your own mind that you understand it.

4 If you're not clear about the question, just
5 tell me, and I'll do my best to rephrase it so that it
6 is clear.

7 A. Thank you very much.

8 Q. This deposition is being taken in connection
9 with a lawsuit.

09:42:42 1 0 You understand that?

1 1 A. I do.

1 2 Q. Have you reviewed the complaint that sets out
1 3 the allegations from the plaintiffs' side of the case?

1 4 A. Yes, sir.

09:42:52 1 5 Q. And have you reviewed any other of the
1 6 pleadings that have been filed in the case?

1 7 A. I read e-mails that are relevant to the case.

1 8 Q. Historical e-mails?

1 9 A. Historical e-mails, yes, sir.

09:43:02 2 0 Q. How about any of the pleadings that the
2 1 parties have filed? There's been a number of motions
2 2 filed, a class certification motion and opposition to
2 3 that and so forth.

2 4 Have you read any of that material?

09:43:12 2 5 A. No, sir, I have not.

1 Q. Just the complaint?

2 A. Just the complaint, yes, sir.

3 Q. All right. So the lawsuit, as you know, has
4 to do with, allegedly, agreements among different
5 companies that had to do with recruiting of employees
6 by those companies.

7 Do you understand that much?

8 A. Yes, sir.

09:43:34 1 Q. All right. Do you know when those agreements
1 0 started in the Silicon Valley, how they first came
1 1 about?

1 2 MR. MITTELSTAEDT: Object. Compound. Calls
1 3 for speculation, lack of foundation.

1 4 THE WITNESS: I don't recall. I mean, I don't
09:43:46 1 5 know that I know.

1 6 BY MR. HEIMANN:

1 7 Q. What was the first one that you were aware of
1 8 that involved a Silicon Valley company?

1 9 A. I don't recall. I have been the CEO of three
09:44:15 2 0 companies and it wasn't -- I don't know. We never had
2 1 one.

2 2 Q. And the "we" in your answer is?

2 3 A. The company that I was CEO of.

2 4 Q. That was Intuit?

09:44:24 2 5 A. That was Intuit. Prior to that it was GO and

1 prior to that it was Claris.

2 Q. Have you got them in reverse order?

3 A. I went from here back.

4 Q. Okay.

5 A. So I had -- Claris is my first company after I
6 left Apple.

7 Q. Okay.

8 A. GO was the one after that, and then Intuit was
9 my most recent.

09:44:45 1 0 Q. All right. And if I understood you correctly,
1 1 you were not aware of any such agreements involving
1 2 those companies at the time that you were CEO of those
1 3 companies?

1 4 A. No, sir.

09:44:53 1 5 Q. All right. Do you recall the circumstances of
1 6 your first becoming aware of such an agreement
1 7 involving a Silicon Valley company?

1 8 A. No.

1 9 Q. Can you place it in time at all? It was
09:45:15 2 0 certainly after the '84 commercial; right?

2 1 A. Yes. You know, I don't know. I mean, I'm not
2 2 sure what was standard practice. It just seemed to me
2 3 to be -- you know, I really don't -- I really wasn't
2 4 aware of that going on. I don't -- you know, it's -- I
09:45:45 2 5 just don't know.

1 A. Agreement, by "agreement" you mean agreement
2 to not recruit each other's people or -- or cold-call
3 or what? I don't know what agreement you mean, sir.

4 Q. Fair enough.

5 I don't want to put too fine a point on it at
6 this point of the deposition, because we'll get into
7 the details, but really what I'm asking about is any
8 kind of agreement that impacted the ability of a
9 company to solicit employees from another company
09:47:32 1 0 directly.

1 1 A. No, I wasn't aware of anything like that prior
1 2 to coming to Silicon Valley. The answer is yes, I --
1 3 I -- I was not aware of that.

1 4 Q. In your storied career as a businessman, have
09:47:52 1 5 you ever encountered those kinds of agreements outside
1 6 of the Silicon Valley?

1 7 MR. MITTELSTAEDT: You're -- let me object to
1 8 the question as ambiguous when you refer to "those
1 9 kinds of agreements." It's also compound.

09:48:09 2 0 BY MR. HEIMANN:

2 1 Q. Okay. What I'm talking about is the kinds of
2 2 agreements I just asked you about.

2 3 A. No, I was not aware of that, but I wasn't as
2 4 senior when I was starting my career, and Silicon
09:48:20 2 5 Valley is small geographically and a fairly intimate

1 place. So I was much more aware of it -- you know, I'm
2 much more aware of it since when I came to the Valley.

3 Q. What companies in the Valley that you know of
4 had such agreements with one or more other companies?

5 A. I don't know any except, you know, any -- you
6 know, the ones that you're talking about in this case.
7 And I don't know that there were even -- you know, I'm
8 not quite sure what "agreement" means, you know, in
9 that -- I mean, I just -- I know you say you'll get
09:49:10 1 0 more finer point later, but I don't know anybody.

1 1 Q. Well, start with Apple. Did Apple have an
1 2 agreement with any other company that limited Apple's
1 3 independent ability to recruit employees proactively
1 4 from other companies?

09:49:30 1 5 MR. MITTELSTAEDT: Objection. Calls for
1 6 speculation, lack of foundation.

1 7 THE WITNESS: I just don't know.

1 8 BY MR. HEIMANN:

1 9 Q. How about Google?

09:49:35 2 0 MR. MITTELSTAEDT: Same objection.

2 1 THE WITNESS: Don't know.

2 2 BY MR. HEIMANN:

2 3 Q. Intel?

2 4 A. Don't know.

09:49:39 2 5 MR. MITTELSTAEDT: Same objection.

1 BY MR. HEIMANN:

2 Q. Intuit?

3 MR. MITTELSTAEDT: Same objection.

4 THE WITNESS: Intuit, the answer is "no."

5 BY MR. HEIMANN:

6 Q. Had no such agreement?

7 A. Had no such agreement.

8 Q. And ebay?

9 A. Don't know.

09:49:51 1 0 Q. Adobe?

1 1 A. Don't know.

1 2 Q. Palm?

1 3 A. Palm? Don't know.

1 4 Q. Are you aware of whether or not Pixar had any

09:50:13 1 5 such agreements of that kind?

1 6 A. I am not aware of any.

1 7 Q. Lucas?

1 8 A. Don't have any idea.

1 9 Q. Disney?

09:50:18 2 0 A. No idea.

2 1 Q. DreamWorks?

2 2 A. No idea.

2 3 Q. Sony?

2 4 A. No idea.

09:50:23 2 5 Q. Okay. When did you first meet Steve Jobs?

1 A. I came to Apple in 1983. I interviewed with
2 him, you know, around probably April '83. He was one
3 of the people that I interviewed with before I came to
4 Apple. I came in May '83.

5 Q. All right. And you were employed by Apple for
6 some period of time; is that right?

7 A. Yes, sir.

8 Q. Can you tell us approximately when that was?

9 A. May '83 to -- I'm not -- I went -- it's -- I
09:51:18 1 0 don't know exactly, but, you know, around '87, '88.

1 1 Q. Okay.

1 2 A. And actually, though I spun out a company
1 3 there called Claris it was still -- you know, at least
1 4 at that point still majority owned by Apple.

09:51:38 1 5 Q. And during the time that you worked for Apple,
1 6 who was your direct report? Who did you report to
1 7 directly?

1 8 A. I reported to Floyd Kvamme for probably a year
1 9 and a half, and then when he left the company, I took
09:51:54 2 0 his position and reported to Scully, John Scully.

2 1 MR. MITTELSTAEDT: K-w-a-m-e?

2 2 THE WITNESS: K-v-a-m-m-e. Thank you.

2 3 MR. MITTELSTAEDT: It's for the court
2 4 reporter.

09:52:12 2 5 BY MR. HEIMANN:

1 Q. The dates are not critical. They're a matter
2 of record. We can figure them out if they're
3 important.

4 A. When I left Apple, I left to go to a company
5 called GO.

6 Q. And did you continue to have communications or
7 contact with Mr. Jobs during that time period?

8 A. Yes, he -- through that period of time, he
9 became a friend, you know, from the time -- and then --
09:53:46 1 0 then more -- in the more recent time became a neighbor.

1 1 Q. When you say more recent time he became a
1 2 neighbor, what time frame are you talking about?

1 3 A. Probably in -- you know, I would guess in
1 4 about '90 or so he moved into Palo Alto. He'd been up
09:53:59 1 5 in Woodside.

1 6 Q. All right. And so neighbors with him for
1 7 quite some time?

1 8 A. Yes, until his -- until his death.

1 9 Q. And I don't want to get into a sensitive
09:54:10 2 0 subject too much, but let me just ask briefly.

2 1 How would you characterize your relationship
2 2 with Mr. Jobs?

2 3 A. Very, very, very good friend. Friends.

2 4 Q. I'm going to switch topics slightly and talk a
09:54:43 2 5 little bit about Google.

1 What was your role, if any, with respect to
2 Google?

3 A. I -- when I stepped down as CEO of Intuit, I
4 wasn't sure what I was going to do. I think some
5 people thought I should go and be a venture
6 capitalist. I decided not to do that. I felt like
7 that I was fairly one-dimensional, and my dimension was
8 operational ability to help companies get better.

9 I always describe it as I can get you -- help
09:55:26 1 0 you come from here to here. I'm not sure I could get
1 1 here. I don't really understand the application of the
1 2 technology well enough to go do the other.

1 3 So I was friends with -- I've been friends
1 4 with a few of the venture capitalists, more prominently
09:55:46 1 5 Kleiner Perkins and Benchmark, and they asked me if I
1 6 would help coach some of their companies. I felt like
1 7 Silicon Valley was good to me, so I wanted to give
1 8 something back.

1 9 In one of those -- as it relates to Google,
09:56:06 2 0 Eric Schmidt had taken over as CEO, and John Doerr, who
2 1 was one of the two venture capitalists that had
2 2 invested, asked me if I would help Eric on just a
2 3 helping-him-manage-the-company basis. I'm never going
2 4 to help them with search algorithms or anything like
09:56:24 2 5 that, but help him, you know, with management practices

1 as the company was growing.

2 So I think Eric started in June or July of
3 '01, and I came in September '01 and spent time with
4 Eric, who I'd known before. And then he introduced me
5 to Larry and Sergey, and I spent a lot of time with
6 them and just started helping out the company on -- you
7 know, from the management perspective. And that was
8 the fall of '01, September '01.

9 So I went through -- you know, I've been -- so
09:57:08 1 0 that's what I did in those early days.

1 1 Q. And was your relationship with Google
1 2 formalized in any way?

1 3 A. No. Later, but not then.

1 4 Q. When you say "later," when was that, then?

09:57:27 1 5 A. Oh, I -- probably three or four years ago.
1 6 I'm not sure when.

1 7 Kent Walker was worried about, you know,
1 8 the --

1 9 MR. RUBIN: I'm going to direct him -- he's
09:57:41 2 0 talking about the general counsel of Google, so I'm
2 1 going to direct the witness not to get into
2 2 conversations with general counsel.

2 3 THE WITNESS: Thank you.

2 4 MR. HEIMANN: We don't agree, obviously, about
09:57:49 2 5 that, as you know, but I understand.

Deposition of William Campbell

~#In Re: HIGH-TECH EMPLOYEE ANTITRUST LITIGATION

REPORTER'S CERTIFICATE

I, Anne Torreano, Certified Shorthand Reporter
nosed in the State of California, License No. 10520,
by certify that the deponent was by me first duly
n, and the foregoing testimony was reported by me
was thereafter transcribed with computer-aided
scription; that the foregoing is a full, complete,
true record of said proceedings.

I further certify that I am not of counsel or
rney for either or any of the parties in the
going proceeding and caption named or in any way
rested in the outcome of the cause in said caption.

The dismantling, unsealing, or unbinding of
original transcript will render the reporter's
ificates null and void.

In witness whereof, I have subscribed my name
8th day of February, 2013.

- ☐ Reading and Signing was requested.
- ☐ Reading and Signing was waived.
- ☒ Reading and Signing was not requested.



ANNE M. TORREANO, CSR NO. 10520

EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)
ANTITRUST LITIGATION)
) No. 11-CV-2509-LHK
THIS DOCUMENT RELATES TO:)
ALL ACTIONS.)
_____)

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEO DEPOSITION OF BRUCE CHIZEN

MARCH 15, 2013

Reported by: Rosalie A. Kramm, CSR No. 5469, CRR

09:21:21 1 let me just ask you. Did you take over as CEO sometime
09:21:24 2 in 2000?

09:21:25 3 A. Yes, I did. I think -- I believe it was
09:21:28 4 December 2000.

09:21:29 5 Q. And when did you take over as president?

09:21:32 6 A. I believe in 2000, also, in the beginning of
09:21:35 7 that year.

09:21:36 8 Q. And when you left Adobe, you were not still the
09:21:39 9 president, correct?

09:21:41 10 A. That's correct.

09:21:42 11 Q. And prior to your departure, that
09:21:45 12 responsibility had passed to Mr. Narayen; is that
09:21:49 13 correct?

09:21:50 14 A. I believe so.

09:21:50 15 Q. Do you recall when that responsibility passed
09:21:54 16 to Mr. Narayen?

09:21:55 17 A. I do not.

09:21:58 18 Q. Was it in 2007?

09:22:00 19 A. I do not recall the date.

09:22:02 20 Q. Okay.

09:22:11 21 A. I'm sure that information is available on
09:22:13 22 Google.

09:22:14 23 Q. And I just wanted to -- because some of the
09:22:18 24 questions are going to have -- are going to be in
09:22:20 25 sequence, and sometimes it is useful --

09:22:22 1 A. Yeah, I just don't recall the dates of --

09:22:25 2 Q. That's perfectly fair.

09:22:26 3 A. -- who was promoted when or when titles
09:22:28 4 changed. All I remember is when I started the job and
09:22:31 5 when I left.

09:22:33 6 Q. Well, when did you -- when did you come to
09:22:35 7 Adobe?

09:22:36 8 A. I joined Aldus Corporation in February of 1994.
09:22:40 9 The merger with Adobe Systems, I believe, was in the fall
09:22:45 10 of that year; and joined Adobe in conjunction with that
09:22:50 11 merger.

09:22:50 12 Q. That was 1994?

09:22:51 13 A. 1994, yes.

09:22:52 14 Q. And could you just give me a brief thumbnail
09:22:57 15 sketch of what you did at Adobe from the time you joined
09:23:01 16 Adobe in 1994 until you --

09:23:03 17 A. Yes.

09:23:03 18 Q. -- became the president and CEO.

09:23:05 19 A. If my memory serves me correct, I started out
09:23:08 20 as vice president of the consumer division; approximately
09:23:16 21 two years after that became vice president of the
09:23:21 22 graphics products division. In 1998, became responsible
09:23:29 23 for all of products, marketing, and engineering; and in

09:23:36 24 2000 president, and then the end of 2000, CEO and

09:23:39 25 president.

09:23:57 1 Q. Now, let's just turn, I guess, to the end of
09:23:58 2 your career at Adobe. So in approximately the fall or
09:24:01 3 towards the end of 2007, you stopped being the CEO,
09:24:07 4 correct?

09:24:07 5 A. Correct.

09:24:08 6 Q. And then you said you were a strategic advisor
09:24:10 7 from that point in time until you left the company?

09:24:13 8 A. Yeah, so I stepped down as CEO in the fall of
09:24:17 9 2007, became a strategic advisor, predominantly to the
09:24:22 10 then new CEO, Shantanu Narayen until approximately May or
09:24:27 11 June of 19- -- of 2008.

09:24:30 12 Q. And then at that point did you stop working for
09:24:34 13 Adobe?

09:24:35 14 A. Yes. And I also exited the board approximately
09:24:42 15 April 2008.

09:24:45 16 Q. Let's just focus on your board function at
09:24:47 17 Adobe for a second. When did you start participating in
09:24:50 18 the board?

09:24:51 19 A. When I became either president or CEO, so it
09:24:55 20 would be the year 2000.

09:24:57 21 Q. And then did you -- when did you -- when did
09:24:59 22 you stop participating on the board?

09:25:02 23 A. Approximately April 2008.

09:25:04 24 Q. So there was a period of time when you were
09:25:05 25 participating at the board level at Adobe after you had

13:20:47 1 A. I believe so, yes.

13:20:49 2 Q. And as you sit here today, do you recall
13:20:51 3 whether that communication, that prior communication, was
13:20:54 4 oral, by telephone, or in writing?

13:20:58 5 A. It was probably oral.

13:21:00 6 Q. Okay. And just so I can try to place it, do
13:21:02 7 you recall how -- by how much -- let me ask a better
13:21:07 8 question.

13:21:08 9 Do you recall when that communication was, now
13:21:11 10 that you've had a chance to look at this?

13:21:13 11 A. It was -- it was probably right prior to when
13:21:19 12 Ron Okamoto and then Susan Prescott left, because I
13:21:22 13 remember how angry I was that he had recruited them,
13:21:27 14 which I felt violated at the time, because I thought we
13:21:31 15 had an agreement in place. So I suspect it was right
13:21:34 16 prior to that time whenever that was.

13:21:40 17 Q. Okay. Now, do you know who Jerry Sastri is?

13:21:51 18 A. No.

13:21:55 19 Q. At this time, did you know that there were
13:21:59 20 folks at Apple -- excuse me -- that there were folks at
13:22:02 21 Adobe recruiting into Apple?

13:22:06 22 A. I wasn't aware of it. I wasn't aware of it,
13:22:10 23 nor did I care.

13:22:11 24 Q. Okay. Well, but my question was whether you
13:22:13 25 were aware of that.

13:22:14 1 A. I was not aware of it one way or the other.

13:22:18 2 Q. And it looks like from the prior communication
13:22:21 3 that Theresa Townsley was the head of HR at the time.

13:22:26 4 A. Yes.

13:22:26 5 Q. Did -- prior to this communication with
13:22:28 6 Mr. Jobs, did Theresa Townsley ever advise you that there
13:22:31 7 were people in her organization that were recruiting into
13:22:34 8 Apple?

13:22:35 9 A. It's possible.

13:22:36 10 Q. But my question is, do you have any
13:22:38 11 recollection?

13:22:39 12 A. I have no recollection.

13:22:40 13 Q. Okay. So focusing on Exhibit 223 again, when
13:22:47 14 you received the email from -- from Mr. Jobs on May 26th,
13:22:50 15 at 9:36 in the morning, when you received that email,
13:23:03 16 what did you do?

13:23:03 17 A. The first thing I did was to think about how am
13:23:05 18 I going to placate this guy and get him off my back so he
13:23:13 19 doesn't call me again.

13:23:15 20 Q. Okay.

13:23:15 21 A. That was the first thing.

13:23:16 22 Q. Did you come up with a plan for accomplishing
13:23:19 23 that?

13:23:23 24 A. I probably had a discussion with Shantanu
13:23:27 25 and/or Theresa about it.

13:23:32 1 Q. Do you recall what you said to them?

13:23:36 2 A. No.

13:23:36 3 Q. Now, the next communication in this string is

13:23:40 4 an email from you to Jobs later that day at 4:15 p.m. Do

13:23:48 5 you see that?

13:23:48 6 A. Yes.

13:23:52 7 Q. Was that email at 4:15 p.m. the next

13:23:57 8 communication you had with Steve Jobs about this subject?

13:24:02 9 A. I believe so.

13:24:03 10 Q. Okay. Did -- in that intervening period

13:24:06 11 between the two emails, the first from him to you and the

13:24:09 12 second from you to him, did you talk to Shantanu Narayen?

13:24:19 13 A. I don't know.

13:24:21 14 Q. Okay. Did you talk to Theresa Townsley?

13:24:23 15 A. I don't know.

13:24:24 16 Q. Did you talk to Jeff Vijungco?

13:24:26 17 A. I doubt it, but don't know.

13:24:28 18 Q. Okay. Did you talk to Donna Morris?

13:24:30 19 A. I don't know.

13:24:30 20 Q. Did you talk to any lawyers?

13:24:32 21 A. I don't know.

13:24:32 22 Q. Okay.

13:24:42 23 MS. KOSCH: It's 1:24.

13:24:43 24 MR. SAVERI: Let's take a break.

13:24:45 25 THE VIDEOGRAPHER: This is the end of Video

14:18:13 1 A. If he did, it should have been on the server.

14:18:17 2 Q. Okay.

14:18:19 3 A. But I don't know.

14:18:20 4 Q. Well --

14:18:24 5 A. I don't know.

14:18:25 6 Q. Okay. Now, going back to Exhibit 223, there

14:18:38 7 are some additional communications between you,

14:18:40 8 yourself -- I mean you, Shantanu Narayen and Theresa

14:18:44 9 Townsley. Do you see that?

14:18:45 10 A. Yes.

14:18:46 11 Q. Okay. First Theresa Townsley writes, "And if

14:18:56 12 an Adobe employee refers" --

14:18:57 13 MR. MITTELSTAEDT: Excuse me. 224?

14:18:58 14 BY MR. SAVERI:

14:18:59 15 Q. Excuse me. Exhibit 224, thank you.

14:19:01 16 Theresa writes, "And if an Adobe employee

14:19:04 17 refers an Apple employee through a referral program, are

14:19:07 18 you doing -- are you okay with that?" Do you see that?

14:19:10 19 A. Yes.

14:19:11 20 Q. And then -- and then Shantanu says, "I think

14:19:13 21 the spirit has to be that we don't initiate contact with

14:19:17 22 Apple employees even through our employees. If an Adobe

14:19:21 23 employee is approached by an Apple employee, I think it's

14:19:24 24 okay to pass it on." Do you see that?

14:19:26 25 A. Yes.

14:19:27 1 Q. And then you write, "Agree." Yes? Do you see
14:19:30 2 that?

14:19:30 3 A. Yes, I see that.

14:19:32 4 Q. Were you agreeing with -- in doing that, did
14:19:34 5 you agree with both -- both what Shantanu was saying with
14:19:40 6 respect to the agreement as well as Theresa Townsley?

14:19:44 7 MR. MITTELSTAEDT: Object to form.

14:19:55 8 THE WITNESS: I'm -- I'm smiling, because I'm

14:19:57 9 not sure what I agreed to. All I wanted to do was

14:19:59 10 placate Steve.

14:20:00 11 BY MR. SAVERI:

14:20:00 12 Q. Okay.

14:20:01 13 A. At that point it was a done deal, and I would
14:20:03 14 just let Theresa and Shantanu figure out what they wanted
14:20:06 15 to do.

14:20:08 16 Q. Well, it's fair to say, though, that you didn't
14:20:12 17 disabuse either of them of their understanding of the
14:20:15 18 agreement or correct it in any way.

14:20:18 19 MR. MITTELSTAEDT: Object to form.

14:20:19 20 THE WITNESS: Say -- repeat the question? I
14:20:20 21 don't understand.

14:20:21 22 BY MR. SAVERI:

14:20:21 23 Q. Is it fair to say that when you wrote "Agree,"
14:20:25 24 and wrote, "We have lots of companies we can recruit
14:20:28 25 from," and so on, you didn't in any way indicate that you

14:20:36 1 disagreed with what Shantanu Narayen had said about the
14:20:41 2 agreement or Theresa Townsley had said about the
14:20:44 3 agreement?

14:20:45 4 MR. MITTELSTAEDT: Object to form.

14:20:46 5 BY MR. SAVERI:

14:20:47 6 Q. You didn't correct their understanding -- you
14:20:49 7 didn't tell them what they said about the agreement was
14:20:51 8 incorrect.

14:20:52 9 A. I -- that is --

14:20:53 10 MR. MITTELSTAEDT: Object to form.

14:20:54 11 THE WITNESS: That is accurate.

14:20:55 12 BY MR. SAVERI:

14:21:08 13 Q. Did you discuss the agreement that you had
14:21:09 14 reached with Steve Jobs at an E-Team meeting shortly
14:21:12 15 after this?

14:21:12 16 A. I do not remember.

14:21:16 17 Q. Do you know who Digby Horner is?

14:21:18 18 A. Yes.

14:21:18 19 Q. Was he a member of the E-Team?

14:21:20 20 A. It's possible he was at that time.

14:21:22 21 Q. Do you recall attending a meeting in a room
14:21:25 22 called the Newport Room where you discussed this
14:21:27 23 agreement?

14:21:28 24 A. No, I do not.

14:21:29 25 Q. Is there a room at Adobe that was called the

17:12:40 1 Q. "Do you see Apple as a threat?"

17:12:42 2 A. Let me read the answer.

17:12:43 3 Q. Sure. My question is, is that an accurate
17:12:45 4 answer to the question?

17:12:47 5 MR. MITTELSTAEDT: Object as to form.

17:12:49 6 BY MR. SAVERI:

17:12:49 7 Q. Let me ask a better question. Does this
17:12:51 8 accurately record your answer to that question?

17:12:56 9 A. I will read it, and then I will answer your
17:12:58 10 question.

17:12:58 11 Q. Yes. Yes.

17:13:00 12 MR. MITTELSTAEDT: Your question referred to
17:13:00 13 Apple. You are referring to the Google one here?

17:13:03 14 MR. SAVERI: Yes. Yes.

17:13:29 15 THE WITNESS: Okay. The question?

17:13:30 16 BY MR. SAVERI:

17:13:30 17 Q. Does that accurately set forth your answer that
17:13:32 18 you gave to the -- to that question?

17:13:34 19 A. That seems like a response I would have given
17:13:36 20 at that point in time.

17:13:37 21 Q. Now, at the -- at this time, which was January
17:13:44 22 of 2007, was the agreement with respect to recruiting
17:13:53 23 that you've described still in place with respect to
17:13:56 24 Apple?

17:14:00 25 A. We never eliminated the agreement, but at that

17:14:04 1 point I didn't pay attention.

17:14:06 2 Q. Okay. Well, did you ever approach anybody at
17:14:10 3 eBay about a similar agreement or discuss --

17:14:14 4 A. Not that I'm aware of.

17:14:15 5 Q. Did you ever discuss entering a similar
17:14:18 6 agreement with anybody at Yahoo?

17:14:20 7 A. Not that I recall.

17:14:21 8 Q. And did you ever discuss such an agreement with
17:14:24 9 anybody at Microsoft?

17:14:25 10 A. Not that I recall.

17:14:26 11 Q. Did you ever discuss entering into any such
17:14:33 12 agreement with Google?

17:14:34 13 A. Not that I recall, no.

17:14:35 14 Q. Did -- did Jobs ever tell you that he had
17:14:38 15 entered into an agreement with respect to recruiting Eric
17:14:41 16 Schmidt at Google?

17:14:44 17 A. Not that I recall.

17:14:45 18 Q. Are you aware of any non-solicitation
17:14:47 19 agreements between Google and Intuit?

17:14:51 20 A. At this point in time.

17:14:52 21 Q. At any point in time.

17:14:54 22 A. Well, based on all the claims.

17:14:55 23 Q. Okay. Fair enough.

17:14:56 24 A. But absent of what I've learned from this case,
17:15:02 25 no.

17:15:03 1 Q. Are you aware of any non-solicitation

17:15:06 2 agreements between Google and Intel?

17:15:10 3 Were you aware of any agreements between Google
17:15:12 4 and Intel in 2007?

17:15:14 5 A. No, not that I recall.

17:15:15 6 Q. Were you -- prior to learning about this case,
17:15:25 7 were you aware that there was a non-solicitation
17:15:27 8 agreement between Apple and Pixar?

17:15:29 9 A. No, not that I recall.

17:15:30 10 Q. And prior to learning about this case, did you
17:15:33 11 learn that there was an agreement not to solicit between
17:15:41 12 Pixar and Lucasfilm?

17:15:45 13 A. Not that I recall.

17:15:58 14 Q. Now, going back to this document, with respect
17:16:00 15 to Google, did you think Google was a -- was a recruiting
17:16:06 16 threat to Adobe at this time?

17:16:08 17 A. Yes.

17:16:08 18 Q. How?

17:16:12 19 A. They were able to hire just about any great
17:16:16 20 engineer, because they were able to do so through a much
17:16:21 21 different environment than we ever provided them with at
17:16:24 22 Adobe.

17:16:25 23 Q. Did you at Adobe lose people to Google?

17:16:28 24 A. Yes, we did.

17:16:39 25 MR. SAVERI: Let's go off the record for a

17:16:41 1 second.

17:16:41 2 THE VIDEOGRAPHER: We are now off the record at
17:16:42 3 5:16.

17:16:54 4 (Discussion off the record.)

17:18:22 5 THE VIDEOGRAPHER: We are now on the record at
17:18:24 6 5:18.

17:18:34 7 BY MR. SAVERI:

17:18:35 8 Q. I've handed you what has been marked as
17:18:36 9 Exhibit -- I've handed you what has been marked as
17:18:42 10 Exhibit 237. Can you take a moment to look at that,
17:18:44 11 please.

17:20:27 12 Have you had a chance to look at Exhibit 237?

17:20:30 13 A. Yes.

17:20:30 14 Q. Did Adobe and Oracle have an agreement with
17:20:34 15 respect to recruiting and hiring?

17:20:37 16 A. I have no knowledge of an agreement that ever
17:20:39 17 existed between the two companies.

17:20:48 18 Q. If you look at the beginning of this email
17:20:50 19 chain, which is on the second page, there is an email
17:20:52 20 from someone named Christina Crowley at Oracle.com to
17:20:57 21 someone named looks like Conroy Shum.

17:20:59 22 Do you see that?

17:21:00 23 A. Yes.

17:21:00 24 Q. Do you know who Conroy Shum is?

17:21:02 25 A. No.

17:28:11 1 fact, I would have agreed -- I believe I would have
17:28:14 2 agreed to meet with him.

17:28:16 3 BY MR. MITTELSTAEDT:

17:28:16 4 Q. Okay. Did you ever give Steve Jobs a heads-up
17:28:20 5 that you were recruiting an Apple employee?

17:28:24 6 A. Never.

17:28:25 7 Q. Did Steve Jobs ever give you a heads-up like
17:28:28 8 that, that he was meeting or recruiting an Adobe one?

17:28:33 9 A. After the fact.

17:28:35 10 Q. Okay. You were asked some questions about
17:28:37 11 whether there were agreements that limited hiring or
17:28:41 12 recruiting or soliciting. I want to ask you
17:28:45 13 specifically, did you ever have an agreement that -- with
17:28:51 14 respect to hiring?

17:28:53 15 A. The agreement was specifically in discussions
17:28:57 16 with specifically around proactively soliciting the other
17:29:02 17 companies' employees, not around hiring, per -- in a
17:29:06 18 broader sense.

17:29:07 19 Q. And by "proactively soliciting," you mean
17:29:10 20 making the initiative --

17:29:12 21 A. Cold calls, the initial --

17:29:14 22 MR. SAVERI: Object -- go ahead.

17:29:15 23 BY MR. MITTELSTAEDT:

17:29:16 24 Q. Let me ask you, what do you mean by
17:29:17 25 "proactively soliciting"?

17:29:19 1 A. Making the initial call to the prospective
17:29:21 2 candidate, taking the first steps.

17:29:23 3 Q. Okay. Did your agreement with Steve Jobs, both
17:29:29 4 the oral one that you testified to and then the later one
17:29:33 5 in 2005 that's reflected in the emails, did your decision
17:29:37 6 to agree with Jobs have anything to do with what any
17:29:40 7 other company was doing?

17:29:42 8 MR. SAVERI: Object to the form.

17:29:43 9 THE WITNESS: Absolutely not.

17:29:44 10 BY MR. MITTELSTAEDT:

17:29:45 11 Q. You said that -- you were asked a question
17:29:50 12 whether there was any particularly -- or strike that.

17:29:53 13 You were asked whether there was any particular
17:29:56 14 collaboration that was significant as of May of 2005, and
17:30:00 15 you said you didn't have the slightest idea. Were there
17:30:06 16 any collaborations in 2005 between Adobe and Apple that
17:30:12 17 you considered significant?

17:30:14 18 MR. SAVERI: Object to form. Go ahead.

17:30:17 19 BY MR. MITTELSTAEDT:

17:30:18 20 Q. Go ahead.

17:30:19 21 A. We had, throughout my tenure at Adobe, always
17:30:24 22 had significant collaborations with Apple. It's hard for
17:30:29 23 me to sit here and name each and every one.

17:30:35 24 MR. MITTELSTAEDT: Okay. That's all the
17:30:36 25 questions I have.

17:30:38 1 MR. SAVERI: I have just one follow-up
17:30:39 2 question.

17:30:39 3

17:30:39 4 FURTHER EXAMINATION

17:30:39 5 BY MR. SAVERI:

17:30:40 6 Q. With respect to the 2005 collaborations that
17:30:43 7 Mr. Mittelstaedt was just asking you about, can you
17:30:45 8 identify any of them which you would identify as
17:30:48 9 "significant" that were in place at the time of the 2005
17:30:53 10 discussions with you and Jobs?

17:30:54 11 A. If you were able to provide me with the
17:30:57 12 different operating system changes and the different
17:31:00 13 hardware changes that Apple was embarking on, and the
17:31:04 14 different product upgrades that Adobe was embarking on at
17:31:08 15 that point in time, I'm sure I could identify numerous
17:31:10 16 significant collaborations that were going on. But
17:31:12 17 unless I'm able to identify those, I can't do so.

17:31:16 18 MR. SAVERI: Okay. I don't have any
17:31:17 19 questions -- I don't have any further questions. Thank
17:31:19 20 you very much for your time.

17:31:20 21 THE WITNESS: You're welcome.

17:31:22 22 THE VIDEOGRAPHER: This is the end of Video 4
17:31:23 23 of 4 and concludes today's proceedings. The master
17:31:26 24 videos will be retained by Jordan Media. We are now off
17:31:29 25 the record. The time is 5:31.

Deposition of Bruce Chizen

In Re: HIGH-TECH EMPLOYEE ANTITRUST LITIGATION

16:41:10 1 I, Rosalie A. Kramm, Certified Shorthand
 16:41:10 2 Reporter licensed in the State of California, License No.
 16:41:10 3 5469, hereby certify that the deponent was by me first
 16:41:10 4 duly sworn and the foregoing testimony was reported by me
 16:41:10 5 and was thereafter transcribed with computer-aided
 16:41:10 6 transcription; that the foregoing is a full, complete,
 16:41:10 7 and true record of said proceedings.

16:41:10 8 I further certify that I am not of counsel or
 16:41:10 9 attorney for either of any of the parties in the
 16:41:10 10 foregoing proceeding and caption named or in any way
 16:41:10 11 interested in the outcome of the cause in said caption.

16:41:10 12 The dismantling, unsealing, or unbinding of the
 16:41:10 13 original transcript will render the reporter's
 16:41:10 14 certificates null and void.

16:41:10 15 In witness whereof, I have hereunto set my hand
 16:41:10 16 this day: March 26, 2013.

16:41:10 17 X Reading and Signing was requested.

16:41:10 18 Reading and Signing was waived.

16:41:10 19 Reading and signing was not requested.

16:41:10 20

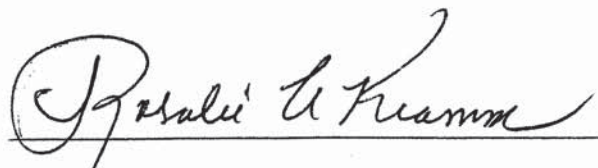
16:41:10 21

16:41:10 22

16:41:10 23

16:41:10 24

25



ROSALIE A. KRAMM

CSR 5469, RPR, CRR

EXHIBIT C

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION
4
5

6 IN RE: HIGH-TECH EMPLOYEE)
7 ANTITRUST LITIGATION)
8) No. 11-CV-2509-LHK
9 THIS DOCUMENT RELATES TO:)
10 ALL ACTIONS.)
11 _____)
12
13

14 ATTORNEYS' EYES ONLY
15 VIDEO DEPOSITION OF DIGBY HORNER
16 March 1, 2013
17
18

19 REPORTED BY: GINA V. CARBONE, CSR NO. 8249, RPR, CCRR
20
21
22
23
24
25

09:42:02 1 time?

09:42:03 2 A. I believe he was the COO of the company at that

09:42:07 3 time.

09:42:09 4 Q. You mentioned Karen Cottle was there?

09:42:12 5 A. Yes.

09:42:13 6 Q. Who is Karen Cottle?

09:42:14 7 A. She was our general counsel at that time.

09:42:20 8 Q. You mentioned Rob Tarkoff?

09:42:24 9 A. Yeah. Rob Tarkoff ran one of our business

09:42:27 10 units.

09:42:34 11 Q. You mentioned David Mendels?

09:42:39 12 A. Yeah. David ran another one of the business

09:42:41 13 units.

09:42:41 14 Q. Which business unit did Mr. Tarkoff run?

09:42:45 15 A. He, I believe -- actually, I believe -- let me

09:42:50 16 restate. I don't think he actually ran a business unit.

09:42:52 17 He was in charge, I believe, of our corporate

09:42:54 18 development group, which is a functional unit. And

09:42:57 19 David Mendels was a business unit leader and he ran, at

09:43:01 20 that time we called it, I think, our enterprise business

09:43:05 21 unit.

09:43:07 22 Q. And you were also present, correct?

09:43:14 23 A. I was.

09:43:17 24 Q. Can you recall whether anyone else was present?

09:43:20 25 A. I'm sure there were others there. Tom Malloy

09:43:25 1 is a colleague of mine on the engineering side. He runs
09:43:28 2 our advanced technology group. He was present. And
09:43:35 3 Donna Morris, I think was present also, who is our head
09:43:38 4 of HR.

09:43:38 5 Again, it's a large group, so....

09:43:41 6 Q. When you say it's a large group, you're
09:43:43 7 referring to the eteam --

09:43:44 8 A. Yes.

09:43:44 9 Q. -- correct?

09:43:45 10 A. Yes.

09:43:45 11 Q. Was it your understanding that all of the
09:43:47 12 members of the eteam were present at this meeting?

09:43:50 13 A. You know, I think it's unlikely that they were
09:43:53 14 all present, with travel and just the nature of things.

09:44:01 15 Q. What was your job title at the time of the
09:44:03 16 meeting?

09:44:05 17 A. I was a senior VP of engineering.

09:44:08 18 Q. Is that your job title now?

09:44:09 19 A. Yes, it is.

09:44:11 20 Q. When did that become your title?

09:44:14 21 A. You know, I don't remember the exact date.

09:44:19 22 Q. You don't recall when you became the senior
09:44:20 23 vice president --

09:44:22 24 A. I don't. I don't.

09:44:22 25 Q. Can you give me an estimate of when it

09:44:24 1 occurred?

09:44:24 2 A. I think it's probably been -- I don't know --
09:44:26 3 at least nine or ten years.

09:44:32 4 Q. Sometime in 2002 to 2003, does that sound
09:44:35 5 right?

09:44:36 6 A. I don't recall the exact time. That kind of
09:44:40 7 stuff isn't -- I know it's important to get -- give you
09:44:43 8 correct answers, but -- but I just -- that kind of
09:44:46 9 stuff, I don't tend to remember.

09:44:48 10 Q. What would you do to refresh your recollection
09:44:49 11 about when you became the senior vice president of
09:44:54 12 engineering?

09:44:54 13 A. I mean, I could certainly get the exact date by
09:44:57 14 going to HR.

09:44:58 15 Q. Are there any other records you could look at
09:45:01 16 that would give you that answer?

09:45:03 17 A. Not that I can think of.

09:45:16 18 Q. Are you familiar with the biography that you
09:45:20 19 have on Adobe's website?

09:45:21 20 A. I have seen it. Yes.

09:45:23 21 Q. Did you write it?

09:45:24 22 A. No.

09:45:24 23 Q. Someone else wrote it for you?

09:45:26 24 A. Yes, I believe so.

09:45:28 25 Q. Did you approve it?

09:45:29 1 A. I reviewed it.

09:45:30 2 Q. Okay. When was the last time you've reviewed
09:45:32 3 it?

09:45:33 4 A. I haven't looked at it in, I'm sure, seven or
09:45:37 5 eight years.

09:45:40 6 Q. Do you ever Google yourself?

09:45:41 7 A. No.

09:45:45 8 Q. If I told you that Adobe's website said that

09:45:48 9 you were promoted to the senior vice president of the

09:45:50 10 engineering technologies group in 2005, would you have

09:45:54 11 any reason to disbelieve that?

09:45:56 12 A. No.

09:46:00 13 Q. Does that refresh your recollection about when
09:46:02 14 this meeting occurred?

09:46:04 15 A. Well, me being promoted to senior VP I don't
09:46:09 16 think was necessarily commensurate with the exact timing
09:46:12 17 of this meeting, although I wouldn't have been part of
09:46:14 18 the executive team until I had, you know, received that
09:46:18 19 promotion. So sometime after that.

09:46:20 20 Q. Okay. So the meeting took place sometime after
09:46:23 21 you received the promotion to --

09:46:24 22 A. Yes.

09:46:24 23 Q. -- senior VP?

09:46:25 24 A. Yes.

09:46:26 25 Q. So sometime after 2005?

09:46:28 1 A. Yes. I think that's --

09:46:30 2 MR. KIERNAN: Well, or in the middle --

09:46:31 3 MS. SCHALMAN-BERGEN: Or in --

09:46:31 4 MR. KIERNAN: -- of 2005 --

09:46:33 5 MS. SCHALMAN-BERGEN: Excuse me.

09:46:33 6 Q. In or after 2005.

09:46:35 7 A. Yes.

09:46:37 8 Q. Is it fair to say?

09:46:38 9 A. Yes.

09:46:39 10 Q. Thank you.

09:46:40 11 Where was the meeting held?

09:46:42 12 A. Our meetings were held in San Jose in one of

09:46:47 13 Adobe's -- at our corporate headquarters.

09:46:56 14 Q. Do you recall whether it was in a specific

09:46:58 15 conference room or someone's office?

09:47:00 16 A. No. It was in a conference room. I don't

09:47:05 17 remember -- I think the conference room name was

09:47:07 18 Newport, if that's important to you.

09:47:12 19 Q. Was this a regular scheduled eteam meeting or

09:47:15 20 was this a special meeting?

09:47:18 21 A. Regular scheduled.

09:47:18 22 Q. How often would you attend -- or excuse me.

09:47:20 23 Strike that.

09:47:21 24 How often did Adobe conduct regularly scheduled

09:47:24 25 eteam meetings?

04:43:14 1 Q. Any other colleagues that you've shared this
04:43:16 2 concern with?

04:43:17 3 A. That's the one I remember.

04:43:20 4 Q. Do you intend to share this concern with people
04:43:23 5 higher up than you?

04:43:25 6 A. Probably not.

04:43:44 7 MS. SCHALMAN-BERGEN: Let's go off the record.
04:43:48 8 You can stay here. I just think I'm done.

04:43:50 9 THE VIDEOGRAPHER: We're going off the record.
04:43:51 10 The time is 4:43 p.m.

04:43:52 11 (Recess taken.)

04:45:56 12 THE VIDEOGRAPHER: The time is 4:45 p.m.
04:45:58 13 We're back on the record.

04:46:00 14 MS. SCHALMAN-BERGEN: Mr. Horner, thank you for
04:46:01 15 your time. I have no further questions.

04:46:04 16 THE WITNESS: Thank you.

04:46:04 17 MR. KIERNAN: I think I just have just a few.
04:46:08 18 Let's just stay where we are.

04:46:09 19

04:46:09 20 EXAMINATION BY MR. KIERNAN

04:46:12 21 MR. KIERNAN: Q. Mr. Horner, today we
04:46:14 22 discussed or you testified about an agreement
04:46:17 23 between Adobe and Apple not to cold call each
04:46:22 24 other's employees. Do you recall that?

04:46:25 25 A. Yes, I do.

04:46:26 1 Q. Putting that agreement aside for the moment,
04:46:28 2 are you aware of any agreement between Adobe and any
04:46:32 3 other defendant that would restrict recruiting, cold
04:46:36 4 calling or hiring?

04:46:38 5 A. No, I'm not.

04:46:39 6 Q. Are you aware of any agreement among the
04:46:42 7 defendants that would restrict recruiting, cold calling
04:46:44 8 or hiring?

04:46:45 9 A. No, I'm not.

04:46:47 10 Q. Are you aware of any agreement that any of the
04:46:49 11 defendants had with other companies that would restrict
04:46:54 12 recruiting, cold calling or hiring?

04:46:56 13 A. No.

04:47:02 14 Q. Are you aware of any agreements between any of
04:47:04 15 the defendants that would restrict recruiting, cold
04:47:09 16 calling or hiring?

04:47:10 17 MS. SCHALMAN-BERGEN: Objection to form.

04:47:14 18 THE WITNESS: No.

04:47:17 19 MR. KIERNAN: That's all I have.

04:47:18 20 MS. SCHALMAN-BERGEN: Just a couple follow-up.

04:47:20 21

04:47:20 22 FURTHER EXAMINATION BY MS. SCHALMAN-BERGEN

04:47:22 23 MS. SCHALMAN-BERGEN: Q. Mr. Horner, do

04:47:24 24 you have any basis to know whether any other

04:47:26 25 defendant in this case had an agreement not to cold

04:47:29 1 call, solicit or hire?

04:47:30 2 MR. KIERNAN: Objection. Form.

04:47:31 3 THE WITNESS: I can only answer in the context
04:47:33 4 of my job and what I actually know. And that's --
04:47:35 5 that's the context within which I'm answering.

04:47:38 6 MS. SCHALMAN-BERGEN: Q. So is the answer
04:47:39 7 to my question, no, you don't have any basis?

04:47:41 8 A. Well, I think I do have a basis. I mean, I
04:47:43 9 manage roughly a thousand people at the company, so, you
04:47:45 10 know, I -- I think if -- I think it's -- I mean, it's
04:47:49 11 not a guarantee, but I think it's reasonable that if
04:47:52 12 there were other agreements, I might know about them.

04:47:56 13 Q. You think it's reasonable that if there were
04:47:58 14 agreements between other defendants you might know of
04:48:00 15 them?

04:48:01 16 A. Hard to say.

04:48:03 17 MS. SCHALMAN-BERGEN: Thank you.

04:48:06 18 THE VIDEOGRAPHER: This is the end of video
04:48:07 19 No. 6 and the conclusion of today's proceeding. The
04:48:11 20 time is 4:48 p.m.

04:48:12 21 We're off the record.

04:48:14 22 (The deposition concluded at 4:48 PM)

04:48:15 23

04:48:15 24

04:48:15 25

1 I, Gina V. Carbone, Certified Shorthand
2 Reporter licensed in the State of California, License
3 No. 8249, hereby certify that the deponent was by me
4 first duly sworn and the foregoing testimony was
5 reported by me and was thereafter transcribed with
6 computer-aided transcription; that the foregoing is a
7 full, complete, and true record of said proceedings.

8 I further certify that I am not of counsel or
9 attorney for either of any of the parties in the
10 foregoing proceeding and caption named or in any way
11 interested in the outcome of the cause in said caption.

12 The dismantling, unsealing, or unbinding of
13 the original transcript will render the reporter's
14 certificates null and void.

15 In witness whereof, I have hereunto set my
16 hand this day: March 13, 2013.

17 X Reading and Signing was requested.

18 Reading and Signing was waived.

19 Reading and signing was not requested.

20

21

22



23

GINA V. CARBONE

24

CSR 8249, RPR, CCRR

25

EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)
ANTITRUST LITIGATION)
) No. 11-CV-2509-LHK
THIS DOCUMENT RELATES TO:)
ALL ACTIONS.)
_____)

CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEO DEPOSITION OF GEORGE LUCAS

MARCH 28, 2013

Reported by: Rosalie A. Kramm, CSR No. 5469, CRR

1 A. No.

2 Q. Okay.

3 A. Absolutely not.

4 Q. In connection -- for the preparation for the
5 deposition today, did you speak with any of the people
6 you would identify as -- as people who were knowledgeable
7 about the claims in the case?

8 A. No.

9 Q. For example, did you talk to Mr. Catmull?

10 A. No.

11 Q. Or any of the people that worked for you that
12 may know something about this agreement?

13 A. No.

14 Q. Okay. Now, throughout the day I'm going to be
15 asking some questions about the -- about Lucasfilm or
16 some of the related entities. I'm going to refer
17 generally to Lucasfilm just as a shorthand. If it makes
18 sense to be more specific about some of the other
19 entities, let's do that. But generally, I'm going to ask
20 you just about the Lucasfilm, and I'm -- when I do that,
21 I'm going to mean the -- the entire corporate entity.
22 Does that -- does that work?

23 MR. KEKER: Objection as to form.

24 THE WITNESS: Well --

25 //

1 BY MR. SAVERI:

2 Q. Well, let me ask you. Does -- does Lucasfilm
3 still exist today?

4 A. Yes.

5 Q. Okay. Now, I -- there has been some coverage
6 in the popular press about a sale of Lucasfilm to Disney.
7 Has that sale gone through yet?

8 A. Yes.

9 Q. So as we sit here today, does Disney own
10 Lucasfilm?

11 A. Yes.

12 Q. And do you work for Lucasfilm today?

13 A. No.

14 Q. Okay. And when did you cease working for
15 Lucasfilm?

16 A. January 1st of this year.

17 Q. Okay. And so that was January 1st of 2013.

18 A. Yes.

19 Q. Prior to that date, how long did you work for
20 Lucasfilm?

21 A. From its inception.

22 Q. Which -- and when was the inception?

23 A. 1971.

24 Q. And when you stopped working for Lucasfilm, on
25 or about the first of this year, what was your -- what

1 was your job?

2 A. I was chairman of the board and a producer,
3 film producer.

4 Q. Were you the CEO of the company?

5 A. No.

6 Q. Who was the CEO --

7 A. Oh, wait, maybe I was. I'm not sure.

8 Q. Okay. If it wasn't you, who was it?

9 A. No, I was the CEO.

10 Q. And how long had you been the CEO of Lucasfilm?

11 A. Since its inception.

12 Q. And during that period of time, from inception
13 until you left the company, is it fair to say that --
14 that everybody who worked for the company ultimately
15 reported to you?

16 A. No.

17 Q. Okay. Were you in charge of the company as the
18 CEO?

19 A. No. I mean I was in charge of the president.

20 Q. Okay.

21 A. Who was in charge of the people, the employees,
22 of running the company.

23 Q. And who was the president? Have there been a
24 number of presidents?

25 A. Yes, there have been a number of presidents.

1 Q. Who was the president when you stopped working
2 for the company?

3 A. Mich Chau.

4 Q. And how long had Ms. Chau had that job?

5 A. She'd been working for me for, like, 14 or 15
6 years, and I think she was president for -- I'm not
7 really good with dates, but maybe seven, eight.

8 Q. And during the time she was president, is it
9 fair to say that she had responsibility for the
10 day-to-day operations of Lucasfilm?

11 A. Yes.

12 Q. Okay. Now, you mentioned the board of
13 directors. Have you -- have you served on the board of
14 directors of Lucasfilm -- or did you serve -- strike
15 that.

16 Do you still serve on the board of directors of
17 Lucasfilm?

18 A. No.

19 Q. Did you serve on the board of directors of
20 Lucasfilm from the inception of Lucasfilm until you left
21 the company?

22 A. Yes.

23 Q. Okay. And were you chairman of the board?

24 A. Yes.

25 Q. And were you chairman of the board through that

1 by the attorney-client privilege. But if it's -- there
2 is some -- if you want -- would you reframe the question?

3 MR. SAVERI: Actually, let me -- I can probably
4 do a better job.

5 BY MR. SAVERI:

6 Q. Did you -- did you provide any documents -- I'm
7 not asking you what the documents said, but did you
8 provide any documents to any of the lawyers who were
9 responding to the Department of Justice investigation?

10 MR. KEKER: Same objection.

11 BY MR. SAVERI:

12 Q. Did you -- did you ever speak to the Department
13 of Justice in connection with the investigation?

14 A. No.

15 Q. Did you provide a deposition or some kind of
16 sworn testimony to the Department of Justice in
17 connection with the investigation?

18 A. No.

19 Q. Okay. Did you provide any written answers to
20 any questions from the Department of Justice?

21 A. I can't remember.

22 Q. Did you review any of the submissions made on
23 behalf of your company to the Department of Justice in
24 connection with their investigation?

25 A. I think only at the end.

1 Q. When you say "at the end," what do you mean?

2 A. When they did their agreement to -- you know,
3 to the -- I don't know what you call it.

4 Q. Let me help you. Do you recall that there was
5 a final judgment entered?

6 A. Yeah, in the final judgment. I saw the final
7 judgment.

8 Q. Okay. Have -- have you been involved in
9 implementing the final judgment?

10 A. No.

11 Q. In connection with this case, were you involved
12 at all in any of the efforts to look for documents?

13 A. No.

14 Q. Now, when -- when did you -- strike that.

15 Did you agree with Pixar with respect to
16 recruiting or hiring from each other's employ -- from
17 each other's companies?

18 A. Did I agree?

19 Q. Did you enter into an agreement with -- with
20 Pixar with respect to recruiting or hiring from the two
21 companies?

22 A. I wouldn't call it an "agreement."

23 Q. Okay. What would you --

24 A. It was basically a conversation that -- my only
25 involvement was a conversation between Ed and myself

1 about, since we were both fragile companies, that we
2 wouldn't destroy each other.

3 Q. Okay. And let me try to get your best
4 recollection of -- of that communication.

5 When was it?

6 A. It was during the time of the split, of the
7 sale of the company to Steve Jobs.

8 Q. So that was in approximately 1985?

9 A. Yes, mid '80s, I guess. I'm not good with
10 dates.

11 Q. And can you tell me to the best of your
12 recollection who said what to whom during that
13 conversation?

14 A. We were talking about that he was getting his
15 group together, and he was -- you know, there were some
16 people who were -- could be put every -- either way. He
17 thought that they'd worked all that out and everything
18 with the head of ILM, and -- and the other parts of the
19 computer division, which weren't being sold, there was
20 only a small part, and he said he thought it was going
21 well. I said, great. But we should agree not to try to
22 run each other out of business. I knew he wanted to go
23 into the film business, and when it came to that, you
24 know, we'll be helpful, but, you know, we -- I really
25 didn't want him raiding the company and trying to take

1 all the good people away.

2 Q. Okay. At the time that you had this
3 conversation with Mr. -- now, let me back up.

4 Did you discuss this on one occasion with
5 Mr. Catmull, or did it occur over the --

6 A. It was just --

7 Q. -- course of several communications?

8 A. Just one, that one.

9 Q. And at the time had you already reached a basic
10 understanding with Steve Jobs about what he was going to
11 pay for the assets that got spun off into Pixar?

12 A. I -- probably.

13 Q. Okay.

14 A. I'm not really sure.

15 Q. Just so I'm clear, you never talked about this
16 subject with Steve Jobs himself, correct?

17 A. No. This was purely between Ed and I.

18 Q. Okay. And when you discussed it with
19 Mr. Catmull, was the agreement about recruiting or hiring
20 company-wide?

21 MR. KEKER: Objection. He said it wasn't an
22 agreement.

23 THE WITNESS: Yeah, it wasn't an agreement.
24 Company-wide in terms of everybody at the company?

25 //

1 Steve Jobs.

2 Q. That would be in the mid 1980s?

3 A. Yes.

4 MR. SAVERI: Object to the form.

5 BY MR. KEKER:

6 Q. You were asked if at some point you learned
7 that that agreement was illegal. Do you recall that
8 testimony?

9 A. Yes.

10 Q. What did you learn about the legality or
11 illegality of that agreement, and when did you learn it?

12 A. Well, when the Department of Justice said it
13 was illegal, I couldn't believe it, and I still don't
14 believe it.

15 Q. That's what I was going to ask.

16 Do you believe today that the agreement that
17 you had with Mr. Catmull at Pixar was illegal?

18 A. I do not believe it was illegal.

19 Q. You were shown Exhibit 167, which was a
20 competitive impact statement that was the Department of
21 Justice' allegations, and you were asked questions about
22 that. Did you see that competitive impact statement at
23 the same time as you saw the final judgment that
24 Lucasfilm entered with the Department of Justice?

25 A. No, I didn't.

1 Q. Okay. Were you shown other papers besides the
2 final judgment?

3 A. No.

4 Q. Okay. You said that you had a wish not to raid
5 other digital companies. Was that wish based -- was that
6 wish an agreement with other digital companies, or was it
7 something that -- that Lucasfilm did unilaterally?

8 MR. SAVERI: Object to the form.

9 THE WITNESS: The wish to try to build a film
10 industry up here and a digital film industry and promote
11 digital film-making and to try to nurture it from nothing
12 to reality, was purely mine.

13 BY MR. KEKER:

14 Q. Did you have that same wish with respect to
15 five of the other defendants in this case, which are
16 companies Apple, Intel, Google, Adobe, and Intuit?

17 A. No. I was only worried about graphic artists
18 and other visual effects industry -- visual effects
19 companies and animation companies.

20 Q. I think you've answered this, but you were
21 asked about Lucasfilm, whether or not it was a
22 competitive company. You said it wasn't. What did you
23 mean by that?

24 A. Well, "competitive" meaning that we're out to
25 destroy everybody else and -- and become the top dog. We

1 aren't like that. We're -- the whole idea is that
2 obviously we are competitive in terms of trying to do the
3 best work, but we're not interested in doing it at
4 somebody else's expense. And we're really interested in
5 promoting the idea of digital effects and digital
6 animation and also the -- the movie industry in
7 San Francisco.

8 MR. KEKER: Thank you, Mr. Lucas. No further
9 questions.

10 MR. SAVERI: I have a couple of follow-up
11 questions. I just want to make sure I understand this.

12
13 FURTHER EXAMINATION

14 BY MR. SAVERI:

15 Q. Mr. Keker just asked you about when you learned
16 about -- about what you learned about the legality of the
17 agreement with Pixar. Do you recall that question?

18 A. Yes.

19 Q. Who did you -- who did you -- who provided
20 the -- the information from which you learned about the
21 legality of the agreement?

22 MR. KEKER: Objection. If it calls for
23 attorney-client privilege, you can say, "I learned it
24 from lawyers," but don't go beyond that.

25 THE WITNESS: Okay. I learned it from lawyers.

Deposition of George Lucas

In Re: HIGH-TECH EMPLOYEE ANTITRUST LITIGATION

1 I, Rosalie A. Kramm, Certified Shorthand
2 Reporter licensed in the State of California, License No.
3 5469, hereby certify that the deponent was by me first
4 duly sworn and the foregoing testimony was reported by me
5 and was thereafter transcribed with computer-aided
6 transcription; that the foregoing is a full, complete,
7 and true record of said proceedings.

8 I further certify that I am not of counsel or
9 attorney for either of any of the parties in the
10 foregoing proceeding and caption named or in any way
11 interested in the outcome of the cause in said caption.

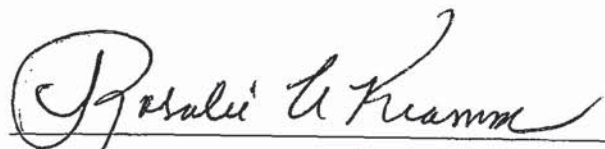
12 The dismantling, unsealing, or unbinding of the
13 original transcript will render the reporter's
14 certificates null and void.

15 In witness whereof, I have hereunto set my hand
16 this day: April 9, 2013.

17 X Reading and Signing was requested.

18 Reading and Signing was waived.

19 Reading and signing was not requested.

20
21 

22 ROSALIE A. KRAMM

23 CSR 5469, RPR, CRR
24
25

EXHIBIT E

MATTHEW MARX - 11/15/2013

IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

--oOo--

IN RE: HIGH-TECH EMPLOYEE)	
ANTITRUST LITIGATION,)	
)	
)	Master Docket No.
)	11-CV-2509-LHK
)	
THIS DOCUMENT RELATES TO:)	
)	
ALL ACTIONS)	
_____)	

DEPOSITION OF

MATTHEW MARX

NOVEMBER 15, 2013

REPORTED BY: SARAH LUCIA BRANN, CSR 3887

MATTHEW MARX - 11/15/2013

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1 to make sure that my memory is clear. It's back
2 here. Here we are.

3 So in --

4 Q. Where are you reading from?

5 A. Oh, I apologize. On page seven, which
6 would be paragraph --

7 Q. I am with you. Go ahead.

8 A. You know where I am. Okay. In paragraph
9 D.

10 There is -- this is from an email exhibit
11 in which Jobs and Chisholm, if I am pronouncing that
12 correctly, perhaps it's Chise-some, negotiated an
13 anti-solicitation agreement. And I won't read the
14 text, but it's there.

15 And the question in my mind was, was this
16 something new, or was it merely a reaffirmation of
17 existing policy? And the reason I was curious about
18 that is that in the interrogatory response from
19 Adobe it seemed to imply that -- well, it stated
20 that there had been over 200 collaborations over a
21 long time period, and so the close working
22 relationship was important. And so I was trying to
23 understand whether this anti-solicitation agreement,
24 which is argued not just in Adobe's interrogatory
25 response, but all of them, existed back in those

MATTHEW MARX - 11/15/2013

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1 early days of the company. So that's -- that's how
2 I found Warnock's response to be informative.

3 Q. So the opinion that you are offering in
4 your report is an opinion about the 2005 Adobe-Apple
5 agreement; correct?

6 A. It is.

7 Q. And that's the only agreement that Adobe
8 is part of that you are offering an opinion about;
9 correct?

10 A. That's -- I believe that's correct.

11 Q. Now, do you have any basis to challenge
12 the explanation given by Bruce Chisholm as to the
13 reason he entered into that agreement with Steve
14 Jobs?

15 A. Based on what I wrote here on the email
16 exchange between Jobs and Chisholm -- thank you for
17 the pronunciation -- in which Jobs essentially
18 threatens him, where Chisholm appears to initially
19 resist, saying he preferred to keep the agreement
20 that they had, which was not all employees, but
21 senior employees, as I understood it, and Jobs
22 threatens him, and then he appeared to acquiesce.
23 And so that's the base of my opinion about how that
24 came to be.

25 Q. Do you have any basis to challenge the

MATTHEW MARX - 11/15/2013

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1) explanation given by Mr. Chisholm as to the reason

2) he entered into that agreement? Yes or no?

3) MR. HARVEY: Objection as to form.

4) THE WITNESS: Which -- I am not sure which
5) explanation you are referring to.

6) MR. MITTELSTAEDT: Q. Did -- is it your
7) belief that Mr. Chisholm had a good reason for
8) entering into that agreement with Mr. Jobs,
9) regardless of what any other company was doing?

10) A. I think he had a good reason to enter --
11) if I were he, having this email exchange with Steve
12) Jobs, I would have felt threatened, and I might have
13) felt pressured to respond in the same way.

14) Q. Regardless of what any other company was
15) doing; correct?

16) A. I would tend to agree with that. I would
17) also add that he might have been aware that Jobs --
18) I will stop there.

19) Q. Were the terms of the bilateral agreement
20) between Adobe and Apple identical to the terms of
21) the bilateral agreements that other defendants had?

22) A. I believe they were identical in terms of
23) applying to all employees, in terms of not being
24) bound by time, in terms of not being disclosed to
25) the technical employees that they governed. And in

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1 those respects they appear identical to the other
2 non- -- anti-solicitation agreements, yes.

3 Q. Were all the terms of the bilateral
4 agreement between Apple and Adobe identical to the
5 bilateral agreements that the other defendants had?

6 A. I am not aware of other terms that I
7 didn't mention, except that they --

8 I am sorry. Let me correct that answer.

9 One term I didn't mention is that the
10 Adobe-Apple agreement did not appear to be -- was
11 not stated to be tied to a single identifiable
12 collaboration. So in that respect it appears
13 identical to the other agreements.

14 Q. Weren't the -- weren't the terms of the
15 Pixar-Lucasfilm agreement different than the
16 Apple-Adobe agreement?

17 A. It's my understanding that the record
18 shows that Lucasfilm and Pixar entered an agreement
19 in which each other's employees were, quote, hands
20 off to each other in terms of soliciting talent,
21 which would govern all the employees without
22 reference to a specific collaboration, and for an
23 unbounded period of time. So those -- those terms
24 appeared to be identical to me.

25 Q. So is it your testimony, your

CERTIFICATE OF REPORTER

I, SARAH LUCIA BRANN, a Certified Shorthand Reporter, hereby certify that the witness in the foregoing deposition was by me duly sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition was taken in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

That before completion of the deposition, review of the transcript [X] was [] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

DATED: November 20, 2013



SARAH LUCIA BRANN, CSR No. 3887

EXHIBIT F

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION
4

5 IN RE: HIGH-TECH EMPLOYEE)
6 ANTITRUST LITIGATION)
7) No. 11-CV-2509-LHK
8 THIS DOCUMENT RELATES TO:)
9 ALL ACTIONS.)
10 _____)
11

12 VIDEOTAPED DEPOSITION OF SHANTANU NARAYEN
13 ATTORNEYS' EYES ONLY
14 PURSUANT TO PROTECTIVE ORDER
15 Thursday, February 28, 2013
16
17
18
19
20
21
22
23

24 Reported By:
25 KATHLEEN WILKINS, CSR #10068, RPR-RMR-CRR-CCRR-CLR

09:33:28 1 A. I have.

09:33:29 2 Q. Have you looked at any of the papers
09:33:31 3 filed by Adobe or the other companies that -- that
09:33:37 4 we have sued in this case?

09:33:39 5 A. I have not looked at anything that any
09:33:41 6 other company has provided.

09:33:42 7 Q. Okay. Did you -- but have you looked at
09:33:45 8 any of the court documents that your company,
09:33:48 9 Adobe, has filed in this case?

09:33:49 10 A. I have glanced at some.

09:33:52 11 Q. Some.

09:33:53 12 And do you recall which ones you looked
09:33:54 13 at?

09:33:55 14 A. I don't.

09:33:55 15 Q. Okay. Did -- in preparation for the
09:34:03 16 deposition today, for example, did you look at any
09:34:06 17 of the -- the written answers to questions that
09:34:10 18 Adobe prepared in response to questions that --
09:34:14 19 that we raised in this case?

09:34:18 20 MR. KIERNAN: And I'm going to object on
09:34:19 21 work product grounds and instruct the witness not
09:34:21 22 to answer.

09:34:23 23 BY MR. SAVERI:

09:34:23 24 Q. Okay. So -- and just so I'm clear, in
09:34:27 25 preparation for the deposition today, you

09:34:30 1 didn't -- you did not look at any business records
09:34:33 2 of Adobe yourself to prepare, other than what was
09:34:38 3 given to you by the lawyers?

09:34:39 4 A. That's correct.

09:34:40 5 Q. Okay. And did you tell anybody you were
09:34:45 6 coming to give the deposition today?

09:34:48 7 A. I did.

09:34:49 8 Q. Who did you tell?

09:34:50 9 A. My family.

09:34:51 10 Q. Okay. So they know where you are today?

09:34:53 11 A. That's correct.

09:34:54 12 Q. Okay. Now, did you, for example, talk
09:34:56 13 to any of the -- the -- the people that you
09:35:00 14 understood might know something about this case in
09:35:04 15 preparation for the deposition today?

09:35:08 16 A. I have not. I have not.

09:35:09 17 Q. Okay. What's -- what's your job at
09:35:12 18 Adobe?

09:35:13 19 A. I'm the chief executive officer and
09:35:15 20 president of the company.

09:35:16 21 Q. Okay. And how long have you occupied
09:35:18 22 that position?

09:35:20 23 A. Since December 2007.

09:35:27 24 Q. Who did you take over from?

09:35:30 25 A. Bruce Chizen was the CEO prior to me.

09:35:35 1 Q. When you succeeded Mr. Chizen as the
09:35:40 2 CEO, were you already the president?

09:35:43 3 A. That is correct.

09:35:44 4 Q. Okay. And when did you become the
09:35:45 5 president of Adobe?

09:35:47 6 A. In 2005.

09:35:49 7 Q. Okay. And who did you take over from
09:35:53 8 when you became president?

09:35:56 9 A. Bruce had both the president and CEO
09:35:58 10 title at that point.

09:36:02 11 Q. So in -- in 2005, Mr. Chizen was both
09:36:04 12 the CEO and president, correct?

09:36:07 13 A. I think so.

09:36:09 14 Q. And then in 2005, you took over one of
09:36:12 15 those titles; that is, the president title,
09:36:15 16 correct?

09:36:16 17 A. Correct.

09:36:17 18 Q. And then subsequently you took over his
09:36:19 19 other title, the CEO title, correct?

09:36:21 20 A. That's correct.

09:36:22 21 Q. Okay. As of today, who reports to you
09:36:37 22 at Adobe?

09:36:38 23 A. I have a senior management team that
09:36:40 24 reports to me.

09:36:42 25 Q. Directly?

09:36:43 1 A. That's correct.

09:36:43 2 Q. And is it fair to say, though, that you
09:36:45 3 are the top executive at Adobe today?

09:36:51 4 A. Well, we have a board of directors, but
09:36:54 5 I am the top executive in terms of day-to-day
09:36:57 6 management.

09:36:57 7 Q. So in terms of the day-to-day operations
09:36:59 8 of the company, is it fair to say that everybody
09:37:01 9 at Adobe reports to you, either directly or
09:37:04 10 indirectly?

09:37:07 11 A. That would be fair.

09:37:08 12 Q. Okay. And you said that you report to
09:37:09 13 the board of directors of Adobe?

09:37:12 14 A. That's correct.

09:37:13 15 Q. And has that been true since you became
09:37:15 16 the CEO of the company?

09:37:19 17 A. Yes.

09:37:19 18 Q. Do you sit on the board of directors?

09:37:21 19 A. I do.

09:37:22 20 Q. Okay. Who is the chairman of the board
09:37:25 21 of directors today?

09:37:27 22 A. We have dual chair. John Warnock and
09:37:32 23 Chad Geschke.

09:37:33 24 Q. How do you -- and the second gentleman's
09:37:35 25 name, how do you pronounce his name -- his last

05:40:15 1 When I said "introduced," that's what I
05:40:17 2 meant.

05:40:17 3 A. Okay.

05:40:18 4 Q. And maybe I wasn't clear.

05:40:19 5 At that time, was Mr. Chizen the CEO of
05:40:21 6 Adobe?

05:40:24 7 A. I think when we first started
05:40:26 8 collaborating, it was probably John who was the
05:40:28 9 CEO on InDesign. And then Bruce took over at some
05:40:32 10 point during that.

05:40:33 11 Q. Okay. And just so I'm clear, do you
05:40:36 12 know whether -- when InDesign was introduced,
05:40:39 13 whether there was an agreement between Adobe and
05:40:42 14 Apple not to cold call each other's employees?

05:40:46 15 A. Well, again, you've shown me information
05:40:50 16 at this meeting which says there was agreements
05:40:53 17 between Mr. Warnock and Steve -- and Steve Jobs.

05:40:57 18 And now you're asking me whether I was
05:40:59 19 aware of it, and I said I wasn't aware of it until
05:41:01 20 the early 2005s.

05:41:03 21 Q. Okay. Do you recall when OS X was
05:41:11 22 introduced?

05:41:16 23 A. I would say ten years ago. That would
05:41:20 24 be my recollection.

05:41:21 25 Q. Okay.

05:41:21 1 A. But, again, I don't have the exact
05:41:23 2 dates.

05:41:23 3 Q. Okay. And I'm going to ask you the same
05:41:26 4 question again.

05:41:26 5 Do you know whether, at the time OS X
05:41:28 6 was introduced -- well, back up.

05:41:31 7 Did -- did Apple and Adobe collaborate
05:41:33 8 on OS X?

05:41:35 9 A. Quite closely, yes.

05:41:36 10 Q. Okay. Did -- at the time they
05:41:37 11 collaborated prior to the introduction of OS X,
05:41:41 12 was there an agreement in place between the two
05:41:43 13 companies not to cold call each other's employees?

05:41:47 14 A. Again, if it was after 2005, yes, I'm
05:41:49 15 aware of that agreement that existed. So ...

05:41:52 16 Q. Now, are you aware that Apple entered
05:42:14 17 into agreements not to solicit or cold call
05:42:17 18 employees of other companies?

05:42:19 19 A. No.

05:42:21 20 Q. So, for example, you -- are you aware
05:42:24 21 that Apple and Pixar entered into an agreement
05:42:28 22 in -- such an agreement in 2005?

05:42:31 23 A. No.

05:42:32 24 Q. Are you aware that Apple and Google
05:42:35 25 entered an agreement in 2006?

05:42:39 1

A. No.

05:42:39 2

Q. Are you aware of other agreements

05:42:44 3

between Google and other companies not to solicit

05:42:48 4

or recruit or cold call each other's employees?

05:42:51 5

A. No.

05:42:52 6

Q. So, for example, are -- do you know that

05:42:55 7

Google and Intel entered in an agreement in 2007?

05:43:02 8

A. No.

05:43:03 9

Q. Do you know that Google and Intuit

05:43:05 10

entered into such an agreement in 2007?

05:43:09 11

A. No.

05:43:10 12

Q. Did you learn that the government

05:43:13 13

alleged such agreements in connection with their

05:43:17 14

litigation against Adobe?

05:43:22 15

A. Again, if you're referring to the -- I

05:43:26 16

forget what that document is called.

05:43:28 17

Q. Let me show you -- let me show you this

05:43:30 18

document because I have --

05:43:31 19

MR. KIERNAN: Exhibit 168.

05:43:32 20

MR. SAVERI: I'm going to show you the

05:43:34 21

final judgment because I have a couple questions

05:43:36 22

about that.

05:43:37 23

MR. KIERNAN: Okay.

05:43:37 24

BY MR. SAVERI:

05:43:38 25

Q. This is Exhibit 166. It's the final --

05:43:41 1 MR. KIERNAN: How are you on time,
05:43:42 2 Shantanu? It's a quarter to.

05:43:44 3 THE WITNESS: Quarter to? We should
05:43:46 4 probably try and finish in another ten minutes.

05:43:48 5 MR. SAVERI: This is -- sir, you're old
05:43:49 6 enough to remember Johnny Carson. This is the
05:43:53 7 last --

05:43:53 8 THE WITNESS: I was in India when
05:43:54 9 Johnny Carson was popular. I may be old enough,
05:43:59 10 but --

05:44:00 11 MR. KIERNAN: He was on forever, though.

05:44:02 12 BY MR. SAVERI:

05:44:02 13 Q. If you remember watching him in black or
05:44:04 14 white or -- that's something else.

05:44:05 15 MR. KIERNAN: It is something else.

05:44:06 16 Okay.

05:44:06 17 BY MR. SAVERI:

05:44:07 18 Q. I don't mean to make light of this, sir.
05:44:09 19 So would you take a moment to look at -- first,
05:44:13 20 what I've handed you is the final judgment in the
05:44:16 21 Department of Justice case against Adobe, Apple,
05:44:18 22 Google, Intel, Intuit and Pixar.

05:44:22 23 I guess my first question, sir, is have
05:44:24 24 you ever seen this document before?

05:44:26 25 A. I have.

05:58:19 1 us, what we agreed to do was not cold call for six
05:58:24 2 months and put the litigation behind us.

05:58:26 3 Q. Okay. Was hiring prohibited?

05:58:29 4 A. No.

05:58:31 5 Q. Okay.

05:58:32 6 A. We -- in fact, if people approached us,
05:58:34 7 we could continue to hire from each other's
05:58:38 8 companies.

05:58:38 9 Q. Okay. Can you look at Exhibit 168,
05:58:40 10 please.

05:58:45 11 A. 168?

05:58:45 12 Q. 168. It's the competitive impact
05:58:47 13 statement. Very beginning of the deposition.
05:58:53 14 Yep. That's it.

05:58:55 15 A. Okay.

05:58:56 16 Q. Can you turn to page 4.

05:59:04 17 A. Okay.

05:59:05 18 Q. Okay. And under the Apple-Adobe
05:59:07 19 agreement section, states:

05:59:09 20 "Beginning no later than 2005,
05:59:11 21 Apple requests an agreement from
05:59:13 22 Adobe to refrain from cold calling
05:59:15 23 each other's employees."

05:59:17 24 Do you see that?

05:59:17 25 A. I do.

05:59:18 1 Q. And then next sentence says.

05:59:20 2 "Faced with the likelihood that
05:59:21 3 refusing would result in retaliation
05:59:23 4 and significant competition for its
05:59:25 5 employees, Adobe agreed."

05:59:26 6 Do you see that?

05:59:27 7 A. I do.

05:59:28 8 Q. Okay. Do you agree with that statement?

05:59:32 9 A. The second statement here?

05:59:34 10 Q. Yes.

05:59:34 11 A. The "faced with the likelihood"?

05:59:36 12 Q. Right.

05:59:37 13 A. I don't.

05:59:37 14 Q. Why not?

05:59:39 15 A. Again, the agreement, as I have
05:59:40 16 mentioned, had to do with the collaboration that
05:59:44 17 existed between the companies and to continue to
05:59:46 18 have that collaboration.

05:59:47 19 Q. Okay. Putting aside the agreement that
05:59:49 20 you've discussed between Adobe and Apple, did
05:59:54 21 Adobe have any agreements with any other defendant
05:59:57 22 in this lawsuit restricting recruiting, cold
06:00:00 23 calling or solicitation of employees?

06:00:03 24 A. No.

06:00:03 25 Q. Okay. Are you aware of any agreement

06:00:06 1 among the defendants that restricted recruiting,
06:00:09 2 cold calling or solicitation?

06:00:13 3 A. No.

06:00:20 4 MR. KIERNAN: That's all I have.

06:00:20 5 MR. SAVERI: Let me ask you one
06:00:22 6 follow-up question.

06:00:23 7 FURTHER EXAMINATION BY MR. SAVERI
06:00:23 8 BY MR. SAVERI:

06:00:25 9 Q. Mr. Kiernan asked you about -- when he
06:00:26 10 was asking you about the competitive impact
06:00:28 11 statement, about -- when he asked you about the
06:00:34 12 competitive impact statement, you told him that
06:00:36 13 you disagreed with it because -- I believe you
06:00:40 14 said it had to do with the -- the agreement had to
06:00:44 15 do with -- with the collaboration between Adobe
06:00:48 16 and Apple.

06:00:49 17 Do you recall that?

06:00:50 18 A. I do.

06:00:51 19 Q. What was the collaboration that you were
06:00:54 20 referring to in your answer?

06:00:56 21 MR. KIERNAN: And just to clarify, you
06:00:58 22 say collaborations.

06:01:01 23 BY MR. SAVERI:

06:01:02 24 Q. Did -- I don't -- my screen is out. Did
06:01:04 25 you say "collaborations" or "collaboration"?

06:01:08 1 A. Adobe and Apple had multiple areas where
06:01:09 2 we were collaborating. And, again, I don't
06:01:12 3 remember which word I used, but we clearly
06:01:15 4 collaborated across multiple products, operating
06:01:17 5 system transitions, chip transitions, as I
06:01:21 6 mentioned.

06:01:24 7 Q. At that time?

06:01:27 8 A. That is correct.

06:01:28 9 Q. Okay.

06:01:30 10 MR. SAVERI: I don't have any further
06:01:32 11 questions.

06:01:33 12 THE VIDEOGRAPHER: Okay. This is the
06:01:33 13 end of Video 4 of 4 and concludes today's
06:01:37 14 proceedings. The master videos will be retained
06:01:39 15 by Jordan Media. We are now off the record, and
06:01:42 16 the time is 6:01.

17 (Deposition concluded at 6:01 p.m.)

18 I declare under penalty of perjury the
19 foregoing is true and correct. Subscribed at
20 _____, California, this
21 ____ day of _____ 2013.

22

23

24

SHANTANU NARAYEN

25

Deposition of Shantanu Narayen

In Re: HIGH-TECH EMPLOYEE ANTITRUST LITIGATION

1 I, Kathleen A. Wilkins, Certified
2 Shorthand Reporter licensed in the State of
3 California, License No. 10068, hereby certify that
4 the deponent was by me first duly sworn and the
5 foregoing testimony was reported by me and was
6 thereafter transcribed with computer-aided
7 transcription; that the foregoing is a full,
8 complete and true record of said proceedings.

9 I further certify that I am not of
10 counsel or attorney for either of any of the
11 parties in the foregoing proceeding and caption
12 named or in any way interested in the outcome of
13 the cause in said caption.

14 The dismantling, unsealing, or unbinding
15 of the original transcript will render the
16 reporter's Certificates null and void.

17 In witness whereof, I have hereunto set
18 my hand this day: March 8, 2013.

19 X Reading and Signing was requested.

20 Reading and Signing was waived.

21 Reading and Signing was not requested.

22 
23 _____

24 KATHLEEN WILKINS, RPR, CRR, CCRR, CLR, CSR 10068

25

EXHIBIT G

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION
4
5

6 IN RE: HIGH-TECH EMPLOYEE)
7 ANTITRUST LITIGATION)
8) No. 11-CV-2509-LHK
9 THIS DOCUMENT RELATES TO:)
10 ALL ACTIONS.)
11 _____)
12
13

14 CONFIDENTIAL - ATTORNEYS' EYES ONLY
15 VIDEO DEPOSITION OF PAUL OTELLINI
16 January 29, 2013
17
18

19 REPORTED BY: GINA V. CARBONE, CSR NO. 8249, RPR, CCRR
20
21
22
23
24
25

09:08:09 1 Q. Do you understand you are testifying under oath
09:08:12 2 today?

09:08:12 3 A. Yes.

09:08:13 4 Q. And when you took that oath, you agreed to tell
09:08:16 5 the truth. Do you understand that?

09:08:17 6 A. Yes.

09:08:18 7 Q. And do you understand that that oath was just
09:08:20 8 as binding as it would have been if given in front of
09:08:24 9 the jury in this case?

09:08:25 10 A. Yes.

09:08:28 11 Q. Is there --

09:08:29 12 MR. PICKETT: Let me -- sorry for the
09:08:31 13 interruption. But can we agree to, at least
09:08:33 14 preliminarily, designate the transcript confidential.

09:08:36 15 MR. SAVERI: Absolutely. And we can all
09:08:37 16 reserve our rights to argue about that later. That's
09:08:39 17 fine.

09:08:43 18 MR. PICKETT: Fine.

09:08:45 19 MR. SAVERI: Q. Is there any reason that
09:08:46 20 you cannot testify accurately or truthfully today?

09:08:51 21 A. Not that I know of.

09:08:53 22 Q. Have you taken any medication that would affect
09:08:55 23 your memory?

09:08:55 24 A. No.

09:08:57 25 Q. Have you had your deposition taken before?

09:09:00 1 A. Yes.

09:09:01 2 Q. Is it fair to say that you've had your
09:09:03 3 deposition taken on several occasions?

09:09:05 4 A. Yes.

09:09:06 5 Q. And so I take it, then, that you are generally
09:09:08 6 familiar with the process?

09:09:11 7 A. Every one has been different, but yes.

09:09:13 8 Q. But you understand that I'll be asking you some
09:09:15 9 questions today and I'll be asking you to answer those
09:09:18 10 questions?

09:09:18 11 A. Yes.

09:09:19 12 Q. And if you don't understand my questions,
09:09:21 13 please let me know that and I'll do my best to rephrase
09:09:23 14 them. Do you understand that?

09:09:24 15 A. Yes.

09:09:32 16 Q. What's your current job title?

09:09:35 17 A. I'm president and CEO of Intel Corporation.

09:09:38 18 Q. And when did you assume that position or those
09:09:41 19 positions?

09:09:42 20 A. In -- the CEO part of it in May of 2005.

09:09:47 21 Q. And, I'm sorry, what was the other part of it?

09:09:49 22 A. President.

09:09:49 23 Q. And when did you assume the role of president,
09:09:51 24 at Intel?

09:09:52 25 A. I became president and chief operating officer

09:09:56 1 four or five years prior to that.

09:09:59 2 Q. Prior to 2005?

09:10:00 3 A. Yes.

09:10:01 4 Q. So is it fair to say you became president and

09:10:04 5 COO in 2000 or 2001, something in there?

09:10:15 6 A. I think so.

09:10:16 7 Q. And when you were president and COO, who did
09:10:23 8 you report to?

09:10:25 9 A. I reported to Dr. Craig Barrett.

09:10:28 10 Q. I'm sorry, could you say that again?

09:10:30 11 A. Dr. Craig Barrett, B-A-R-R-E-T-T.

09:10:33 12 Q. And was Mr. Barrett the CEO of Intel at the
09:10:36 13 time?

09:10:37 14 A. Until 2005, yes.

09:10:39 15 Q. And when you became CEO in 2005, did you
09:10:44 16 succeed Mr. Barrett?

09:10:46 17 A. Yes.

09:10:48 18 Q. And to whom do you report as CEO?

09:10:51 19 A. I report to the board of directors.

09:10:54 20 Q. Of Intel?

09:10:55 21 A. Yes.

09:10:56 22 Q. And when you became CEO, did Mr. Barrett become
09:11:08 23 the chairman of the Intel board of directors?

09:11:10 24 A. Yes, he did.

09:11:12 25 Q. And how long did Mr. Barrett serve as the

09:11:15 1 chairman of the board of directors of Intel?

09:11:21 2 A. About five years, I think.

09:11:23 3 Q. And then did Jane Shaw succeed him?

09:11:27 4 A. Yes.

09:11:28 5 Q. And did you report to Ms. Shaw --

09:11:30 6 A. I report to the board.

09:11:32 7 Q. Now, did -- and when did Andy Bryant become the

09:11:45 8 chairman of the board?

09:11:47 9 A. Last May.

09:11:48 10 Q. And he succeeded Ms. Shaw?

09:11:53 11 A. Yes. Mrs. Shaw.

09:11:57 12 Q. Mrs. Shaw. Excuse me.

09:11:59 13 Generally, as the CEO at Intel, who reports to

09:12:00 14 you?

09:12:01 15 A. Everyone else.

09:12:02 16 Q. Everyone else at Intel?

09:12:03 17 A. Yes.

09:12:04 18 Q. So is it fair to say that you are at the top of

09:12:06 19 the corporate hierarchy at Intel as the CEO?

09:12:10 20 A. Of the employee base, yes.

09:12:13 21 Q. Now, when does your role as CEO of Intel

09:12:18 22 conclude?

09:12:20 23 A. At our shareholder meeting this coming May.

09:12:23 24 Q. And then after that point in time, do you have

09:12:27 25 plans to continue to work with or for Intel?

11:03:16 1 agreements" and it refers to those five agreements
11:03:18 2 alleged there.

11:03:19 3 Do you see that?

11:03:20 4 A. Yes.

11:03:25 5 Q. Now, during the period -- well, during the
11:03:31 6 period after you became the CEO of Intel, were you --
11:03:34 7 did you ever become aware that there was an agreement
11:03:40 8 regarding cold calling between Apple and Google?

11:03:43 9 A. No.

11:03:45 10 Q. Was that subject ever discussed at any Google
11:03:49 11 board meeting or subcommittee meeting that you ever
11:03:53 12 attended?

11:03:54 13 A. Not that I recall.

11:03:55 14 Q. Did it ever -- did the subject ever come up in
11:03:58 15 any other communication you had with personnel or
11:04:03 16 executives at Google, like Mr. Schmidt, Larry Page --

11:04:09 17 A. The agreement is the Apple-Google Agreement?

11:04:14 18 Q. Yes.

11:04:15 19 A. No.

11:04:16 20 Q. When you had your discussions with Mr. Schmidt,
11:04:18 21 did he -- regarding your request with respect to
11:04:21 22 recruiting from Intel employees, did Mr. Schmidt ever
11:04:25 23 indicate to you that he had a similar agreement with
11:04:30 24 Apple?

11:04:31 25 A. Not that I recall.

11:04:32 1 Q. Okay. At any point in time between the time
11:04:47 2 you became the Intel CEO and today, did you become aware
11:04:52 3 that there was a -- an agreement of the type set forth
11:04:55 4 here between Apple and Adobe?
11:04:58 5 A. No.
11:05:01 6 Q. Did you -- during that time period, did you
11:05:03 7 ever become aware that there was an agreement of the
11:05:06 8 type described here between Apple and Pixar?
11:05:08 9 A. No.
11:05:11 10 Q. During that period of time, did you ever become
11:05:13 11 aware that there was an agreement of the type described
11:05:15 12 here between Google and Intuit?
11:05:17 13 A. No.
11:05:18 14 Q. Okay. Was the subject of the agreement between
11:05:21 15 Google and Intuit ever discussed at a Google board
11:05:24 16 meeting that you attended?
11:05:25 17 A. No.
11:05:26 18 Q. Or any subcommittee of a Google board?
11:05:30 19 A. No.
11:05:30 20 Q. Was it ever discussed between you and any
11:05:32 21 executive or employee of Google, including Mr. Schmidt,
11:05:35 22 Mr. Page, or Sergey Brin?
11:05:38 23 A. This is Google-Intuit, right?
11:05:40 24 Q. Yes.
11:05:41 25 A. No.

11:05:41 1 Q. Did you ever discuss this -- the subject at all
11:05:45 2 with Mr. Campbell? Mr. Bill Campbell?

11:05:49 3 A. No.

11:06:05 4 Q. Did you know Steve Jobs?

11:06:06 5 A. Yes.

11:06:09 6 Q. How frequently did you talk to Mr. Jobs while
11:06:12 7 you were the CEO of Intel?

11:06:14 8 A. It would depend on, you know, whether we were
11:06:19 9 deeply engaged in projects or not. But certainly no
11:06:21 10 less than once a quarter.

11:06:23 11 Q. Okay. I mean, would you characterize your
11:06:27 12 communications with Mr. Jobs as frequent?

11:06:30 13 A. Again, it depends on whether we were working on
11:06:33 14 something directly or just having ongoing business.

11:06:35 15 Q. You said that you -- I think you said just a
11:06:38 16 second ago that you spoke with Mr. Jobs at least once a
11:06:41 17 quarter?

11:06:41 18 A. Yes.

11:06:42 19 Q. Were there times when you spoke with him more
11:06:43 20 frequently?

11:06:45 21 A. Certainly.

11:06:47 22 Q. And can you generally describe for me why you
11:06:50 23 would -- why you spoke to Mr. Jobs more frequently?

11:06:53 24 A. Well, if we were engaging -- obviously when the
11:06:56 25 initial Apple-Google -- too many companies here.

Deposition of Paul Otellini

In Re: HIGH-TECH EMPLOYEE ANTITRUST LITIGATION

1 I, Gina V. Carbone, Certified Shorthand
2 Reporter licensed in the State of California, License
3 No. 8249, hereby certify that the deponent was by me
4 first duly sworn and the foregoing testimony was
5 reported by me and was thereafter transcribed with
6 computer-aided transcription; that the foregoing is a
7 full, complete, and true record of said proceedings.

8 I further certify that I am not of counsel or
9 attorney for either of any of the parties in the
10 foregoing proceeding and caption named or in any way
11 interested in the outcome of the cause in said caption.

12 The dismantling, unsealing, or unbinding of
13 the original transcript will render the reporter's
14 certificates null and void.

15 In witness whereof, I have hereunto set my
16 hand this day: February 1, 2013.

17 _____ Reading and Signing was requested.

18 _____ Reading and Signing was waived.

19 X Reading and signing was not requested.

20

21

22

23

24

25



GINA V. CARBONE

CSR 8249, RPR, CCRR

EXHIBIT H

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)
ANTITRUST LITIGATION)
) No. 11-CV-2509-LHK
THIS DOCUMENT RELATES TO:)
ALL ACTIONS.)
_____)

CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEO DEPOSITION OF LARRY PAGE

MARCH 22, 2013

Reported by: Rosalie A. Kramm, CSR No. 5469, CRR

13:25:14 1 Facebook?

13:25:17 2 A. No, it doesn't improve my recollection, no.

13:25:21 3 MR. HEIMANN: All right. Let me ask you to
13:25:40 4 take a look next at Exhibit 1878.

13:25:44 5 (Exhibit 1878 was marked for identification.)

13:26:02 6 BY MR. HEIMANN:

13:26:03 7 Q. So before you start to read this, let me just
13:26:04 8 orientate you a little bit. The documents we've been --
13:26:06 9 last document we looked at was dated in August of 2008,
13:26:09 10 and this one now we've moved forward to May of 2010.

13:27:29 11 A. Okay.

13:27:35 12 Q. The email that kicks off this string appears to
13:27:38 13 be from Michael Craig with the subject of "offer review
13:27:42 14 summary," and it's addressed to you with copies to
13:27:46 15 several other folks, including some senior people at
13:27:52 16 Google, correct?

13:27:53 17 MR. JOHNSON: Did you say Michael Craig,
13:27:54 18 Counselor?

13:27:56 19 MR. HEIMANN: Did I? Michelle. I'm sorry.
13:27:58 20 Thank you.

13:28:01 21 THE WITNESS: That looks correct to me.

13:28:03 22 BY MR. HEIMANN:

13:28:04 23 Q. And can you tell me what the report or reports
13:28:06 24 are that are being forwarded by this email?

13:28:09 25 A. Well, I believe at the time I was, you know,

13:28:16 1 roughly every week I was given our report on hiring and
13:28:18 2 terminations and so on, which I reviewed. So this is, I
13:28:26 3 believe, a routine weekly report.

13:28:28 4 Q. Forgive me. I can't recall when you took the
13:28:30 5 CEO position back. Was it before this time frame? This
13:28:33 6 is May of 2010.

13:28:36 7 A. After this time frame.

13:28:37 8 Q. Okay. Why don't I get there. I know it is a
13:28:43 9 matter of record, but when were you -- when did you get
13:28:44 10 elevated or get the position of CEO back?

13:28:47 11 A. I mean it was announced the -- early 2011.

13:28:53 12 Q. All right.

13:28:56 13 A. I believe.

13:28:56 14 Q. I'm sorry?

13:28:57 15 A. I believe.

13:29:01 16 Q. What was the purpose or reason for these
13:29:03 17 reports at the time?

13:29:07 18 MR. JOHNSON: Objection. Form.

13:29:11 19 THE WITNESS: Yeah, I mean I don't know at this
13:29:12 20 particular time. I think for a long time. I received
13:29:15 21 this report, though, many, many years, I believe, to my
13:29:18 22 recollection.

13:29:18 23 BY MR. HEIMANN:

13:29:19 24 Q. Okay. So what was the purpose of the report
13:29:21 25 from your perspective?

13:29:24 1 A. For most of the -- for a long portion of the
13:29:27 2 company's history, you know, I just felt like hiring was
13:29:31 3 really important, and it was good for me to be on top of
13:29:34 4 that.

13:29:37 5 Q. And it appears that you then responded to the
13:29:41 6 report saying, "Lot of Facebook hires of senior folks
13:29:48 7 this week." Do you see that?

13:29:52 8 A. Yeah, I see that.

13:29:53 9 Q. All right. And if I'm reading this correctly,
13:30:02 10 Laszlo -- and that would be Laszlo Bock -- then writes,
13:30:07 11 saying among other things, "The dynamic of their hiring
13:30:11 12 from Google has gotten more aggressive and next week's
13:30:15 13 termination report will show that we just lost Erick
13:30:18 14 Tseng" -- is that how you say that?

13:30:21 15 A. I think so.

13:30:22 16 Q. -- "(android PM who will now lead mobile for
13:30:26 17 FB)" meaning Facebook, right?

13:30:29 18 A. I think so, yes.

13:30:31 19 Q. All right. I want to focus on the last
13:30:35 20 sentence in the second paragraph of that email, in which
13:30:38 21 he wrote, "And our managers still worry a lot about
13:30:42 22 disrupting internal comp fairness and creating incentives
13:30:46 23 for people to shop for FB," meaning Facebook, "offers."

13:30:50 24 Do you see that?

13:30:54 25 A. Hold on a second. Okay. I see that.

14:04:15 1 don't recall it, that's fine, too.

14:04:17 2 A. I remember seeing at some point some lists of
14:04:21 3 companies and things like that, so I imagine we had
14:04:23 4 something. I don't remember what it was called.

14:04:25 5 Q. All right. Let me ask you to take a look at
14:04:27 6 Exhibit 669. So to orientate you a little bit, this is
14:04:46 7 not a Google document. This is an Apple document. And I
14:04:50 8 don't imagine that you saw it at any point in time when
14:04:53 9 the events were going on, but my question to you is
14:04:55 10 whether or not you were aware that Apple had what it
14:05:01 11 called a do-not-call list of companies.

14:05:10 12 MR. JOHNSON: Can I have that question back.

14:05:32 13 (Record was read.)

14:05:39 14 THE WITNESS: I don't recall that.

14:05:40 15 BY MR. HEIMANN:

14:05:45 16 Q. Were you aware whether or not other Silicon
14:05:47 17 Valley companies had do-not-cold-call lists?

14:05:55 18 MR. JOHNSON: Objection. Form.

14:05:57 19 THE WITNESS: I mean it seems like a very
14:05:59 20 general statement. I'm aware that other companies had
14:06:03 21 some way to maintain their business relationships and
14:06:05 22 make sure there is a level of trust between the
14:06:08 23 companies. And I'm sure that involves something about
14:06:14 24 how they do recruiting or -- or targeting each other's
14:06:18 25 employees.

14:06:18 1 BY MR. HEIMANN:

14:06:19 2 Q. Why are you sure of that?

14:06:20 3 A. I think it's necessary in order to do
14:06:23 4 partnerships with companies.

14:06:30 5 Q. Aside from that, did you have any knowledge of
14:06:33 6 other companies having do-not-cold-call lists internal?

14:06:38 7 A. I don't recall.

14:07:01 8 Q. Were you aware -- I'm taking a look again at

14:07:03 9 669 -- that, for example, Adobe was on Apple's

14:07:08 10 do-not-call list?

14:07:10 11 A. I do not recall being aware of that.

14:07:20 12 Q. Do you recall being aware that Intuit was on
14:07:23 13 Apple's do-not-call list?

14:07:26 14 A. Again, I'm not --

14:07:28 15 MR. JOHNSON: Objection to form. Go ahead.

14:07:30 16 THE WITNESS: I don't recall. I already
14:07:31 17 testified I didn't recall them having such a list, so --

14:07:34 18 BY MR. HEIMANN:

14:07:39 19 Q. I thought you testified that you assumed that
14:07:40 20 Silicon Valley companies had such lists because it was
14:07:44 21 necessary to have arrangements with respect to recruiting
14:07:49 22 in connection with partnerships, for example.

14:07:51 23 MR. JOHNSON: Is that a question? Objection to
14:07:54 24 form.

14:07:58 25 THE WITNESS: I do not believe that's what I

14:08:00 1 said.

14:08:00 2 BY MR. HEIMANN:

14:08:00 3 Q. All right. Did you assume that Apple had a
14:08:02 4 list of companies that it had restrictions on recruiting?

14:08:15 5 A. In my mind, I would say -- in my mind, you
14:08:21 6 know, the way in which you accomplish having a business
14:08:24 7 partnership, business relationship with someone is --
14:08:26 8 probably involves so many different factors. I don't
14:08:30 9 know if it involves a particular list or not. So I would
14:08:33 10 not assume that.

14:08:34 11 Q. What do you mean by "business partnership"?

14:08:37 12 A. Well, like in Apple's case we have very
14:08:39 13 significant search relationship with Apple. We have a --
14:08:42 14 at the time many of these ones were discussed. We had a
14:08:46 15 shared board member in Eric. And so we had a pretty
14:08:51 16 significant level of trust and business dealings, and
14:08:53 17 that requires the companies to treat each other well.
14:08:58 18 And, you know, I imagine that has some effects on their
14:09:06 19 relationship around recruiting and many other things, but
14:09:09 20 in minor ways. But I don't see the existence or not of
14:09:14 21 the list in my mind as the important aspect there.

14:09:17 22 Q. So that is what you mean when you use the term
14:09:18 23 "partnership"?

14:09:20 24 MR. JOHNSON: Objection. Form.

14:09:22 25 THE WITNESS: It is a very general statement.

17:27:26 1 do-not-cold-call list?

17:27:34 2 A. I'm not aware of whether we have a list or not
17:27:38 3 right now. I assume that we do not.

17:27:40 4 Q. Does Google currently have a policy with
17:27:42 5 respect to any company not to cold call, recruit from
17:27:46 6 that company, whether you have a list or not?

17:27:51 7 A. I'm not aware of our current policy, but I
17:27:53 8 think under the terms of the DOJ agreement, we are
17:27:58 9 certainly restricted from -- from engaging in some of the
17:28:01 10 restrictions on our recruiting that we did previously.

17:28:07 11 Q. Sir, who, besides yourself, as the CEO of the
17:28:11 12 company, would know whether or not you had such a policy
17:28:13 13 with respect to any of the companies you deal with?

17:28:18 14 A. I think the people that are out there that are
17:28:19 15 hiring practices would know that, certainly.

17:28:23 16 Q. Who would that be, by name?

17:28:25 17 A. That would be probably Laszlo Bock.

17:28:34 18 MR. HEIMANN: Why don't we take five minutes.

17:28:36 19 I think I'm done. I'll have my colleague tell me whether
17:28:39 20 I am or not.

17:28:40 21 THE VIDEOGRAPHER: We are now off the record at
17:28:41 22 5:28.

17:28:42 23 (Recess was taken.)

17:34:23 24 THE VIDEOGRAPHER: We are now on the record at
17:34:24 25 5:34.

17:34:26 1 MR. HEIMANN: Thank you, sir, I have no further
17:34:27 2 questions.

17:34:31 3

17:34:31 4 EXAMINATION

17:34:31 5 BY MR. MASON:

17:34:32 6 Q. Hi, Mr. Page, Rowan Mason, counsel for Adobe
17:34:36 7 and Intuit. I have just a few quick straightforward
17:34:38 8 questions for you.

17:34:39 9 As you may be aware, the other defendant
17:34:41 10 companies in this case are Adobe, Apple, Intel, Intuit,
17:34:46 11 Pixar, and Lucasfilms. In the 2001 to 2009 period, were
17:34:50 12 you aware of any do-not-call agreements existing between
17:34:54 13 any of those companies with one another?

17:34:59 14 A. I don't recall being aware of any such
17:35:01 15 agreements between those companies.

17:35:05 16 Q. Did you ever agree with any other company that
17:35:06 17 it would enter into do-not-cold-call agreements with any
17:35:09 18 of these other companies in the case?

17:35:13 19 MR. JOHNSON: Objection to form.

17:35:15 20 BY MR. MASON:

17:35:15 21 Q. Let me try that one again.

17:35:18 22 Did you ever agree with any other company that
17:35:21 23 it would enter into a do-not-cold-call agreement with a
17:35:24 24 different company?

17:35:26 25 MR. JOHNSON: It's the other company that is

17:35:28 1 the problem with the question.

17:35:32 2 MR. MASON: What's the problem with it?

17:35:33 3 Whether it's --

17:35:35 4 MR. JOHNSON: Well, it makes it sound as though
17:35:37 5 there was an agreement. That's not what the testimony
17:35:40 6 is.

17:35:43 7 BY MR. MASON:

17:35:44 8 Q. Let me try it this way.

17:35:46 9 Did you ever agree with Adobe, Apple, Intel,
17:35:50 10 Intuit, Pixar, or Lucasfilms that they would enter into a
17:35:56 11 do-not-cold-call agreement with any one of those
17:36:00 12 companies?

17:36:02 13 A. I do not believe so.

17:36:09 14 MR. MASON: I have no further questions.

17:36:13 15 MR. HEIMANN: I have nothing further. Thank
17:36:15 16 you, sir.

17:36:16 17 THE WITNESS: Thanks.

17:36:16 18 THE VIDEOGRAPHER: This is the end of Video 3
17:36:16 19 of 3 and concludes today's proceedings. The master
17:36:19 20 videos will be retained by Jordan Media. We are now off
17:36:23 21 the record. The time is 5:36.

16:51:38 22 (The deposition ended at 5:36 p.m.)

16:51:38 23 * * *

16:51:38 24

16:51:38 25

Deposition of Larry Page

In Re: HIGH-TECH EMPLOYEE ANTITRUST LITIGATION

16:41:10 1 I, Rosalie A. Kramm, Certified Shorthand
 16:41:10 2 Reporter licensed in the State of California, License No.
 16:41:10 3 5469, hereby certify that the deponent was by me first
 16:41:10 4 duly sworn and the foregoing testimony was reported by me
 16:41:10 5 and was thereafter transcribed with computer-aided
 16:41:10 6 transcription; that the foregoing is a full, complete,
 16:41:10 7 and true record of said proceedings.

16:41:10 8 I further certify that I am not of counsel or
 16:41:10 9 attorney for either of any of the parties in the
 16:41:10 10 foregoing proceeding and caption named or in any way
 16:41:10 11 interested in the outcome of the cause in said caption.

16:41:10 12 The dismantling, unsealing, or unbinding of the
 16:41:10 13 original transcript will render the reporter's
 16:41:10 14 certificates null and void.

16:41:10 15 In witness whereof, I have hereunto set my hand
 16:41:10 16 this day: April 3, 2013.

16:41:10 17 X Reading and Signing was requested.

16:41:10 18 Reading and Signing was waived.

16:41:10 19 Reading and signing was not requested.

16:41:10 20
 16:41:10 21 

ROSALIE A. KRAMM

CSR 5469, RPR, CRR

16:41:10 24

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